

CASE #8-9-4774

NOVEMBER 4 1969

9:45 a.m.

LOCAL 70, Oakland, California, and
CONSOLIDATED FREIGHTWAYS

MAIN COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

GENE SHEPHERD
FRED HOFMANN
FLOYD MENDENHALL

R. S. McILVENNAN, Chairman
ART BUNTE
PAUL JAMES

APPEARANCES:

BILL RODGERS appeared on behalf of the Union.

CHARLES DICKMAN appeared on behalf of the Employer.

CHAIRMAN McILVENNAN: All right. This case involves
Consolidated Freightways and Local 70 regarding an inter-
pretation.

Is the company the moving party here?

MR. DICKMAN: Yes.

CHAIRMAN McILVENNAN: All right. Then you go first.

MR. DICKMAN: Okay. What we are asking to have inter-
preted by this committee is Article 43, Section 3 of the Local
70 pickup and delivery agreement--I'm sorry. It's Article
49.

MR. RODGERS: Article 49, that's right.

CHAIRMAN McILVENNAN: Of the Local 70 supplement?

1 MR. DICKMAN: Yes. The article deals with health and
2 welfare and pension delinquencies.

3 We have a factual case here of an incident that happened
4 wherein Local 70 advised Consolidated Freightways by letter,
5 dated June the 12th, and I will read it. It is on Local 70's
6 letterhead. It is addressed to Consolidated Freightways and
7 it says:

8 "Gentlemen:

9 "You have a contractual obligation to make monthly
10 contributions to the Teamsters Security Fund and the Western
11 Conference of Teamsters Pension Trust Fund for your teamster
12 employees working under our collective bargaining agreement.
13 However, it appears that you are not aware of the terms of our
14 labor agreement because the administrative office has notified
15 us that you are delinquent. As you know, this jeopardizes the
16 benefits of our members. Therefore, we insist that immediate
17 action be taken to bring your account to a current status and
18 that it be maintained on this basis.

19 "This notice will serve to inform you that if prompt
20 payment is not made current within five days from receipt of
21 this letter we will take such action as deemed necessary to
22 assure collection."

23 Signed, A. N. Leishman, secretary-treasurer.

24 Upon receipt of this letter we contacted the local through
25 the business agent, who was Mr. Mack at the time. We contacted
26 the pension office. We contacted the health and welfare office

1 and also began an audit on our payroll to try to determine if
2 a delinquency exists.

3 We were told by Local 70 in their opinion it exists.
4 They would not tell us specifically where and how it exists.

5 We talked to the pension fund in Seattle. They advised
6 us that they had no notice or no record of any delinquency on
7 the part of Consolidated Freightways involving Local 70's
8 members. We were also advised by the health and welfare fund
9 that they knew of no delinquency.

10 We began an audit of our own payroll records. We
11 encountered what we thought were borderline cases. And in
12 order to overcome any possibility of a conflict we issued
13 payment to the pension fund in the amount of approximately
14 \$800. We hand delivered the check to the fund in Seattle.

15 We also at the same time asked the fund to notify Local
16 70, both by telephone and telegram, that the money had been
17 delivered. This was done, and I have a copy of the telegram
18 here that was sent.

19 We then contacted the business agent, Mr. Mack, and
20 advised him of the payment and asked him verbally if this
21 covered any and all items that he had. And his answer to me
22 was, "As far as I know, yes."

23 In a letter to Mr. Mack we also pointed out to him that
24 there had been two decisions by this committee involving this
25 issue of delinquency notices and reminded him that this
26 committee had on two different occasions stated that the union

1 should be specific in their notice.

2 Ten days elapsed and one morning at approximately 7:00
3 o'clock a picket line was established by Local 70.

4 At approximately 11:00 o'clock that morning we met with
5 Local 70. We went through an IBM run furnished to 70 by the
6 company monthly of all the payments that we made, and it
7 appeared that there were probably three or four other
8 delinquencies involving new hires in 1966 and '67. The question
9 involved when they went from probationary to regular. And
10 apparently there was a misinterpretation on our part for this
11 one month, the first month worked in '67, '66 and a little
12 bit of '68. But this was all the delinquency there was.

13 Local 70 felt that there was some health and welfare
14 delinquency. And in light of what they come up with we gave
15 them a check covering what they said it was. They later
16 audited and found out there was no delinquency in the health
17 and welfare and returned the money to us.

18 Now, it's our position that if 70 would have told us
19 at the time of notification that there was a delinquency and
20 who it was for, what period it was, we would have immediately
21 got into it and immediately corrected it.

22 It is also our position that based on the language of
23 this supplemental agreement that the delinquency notice is
24 supposed to come to us through the trust agreement. They say,
25 the trustees notify that there is a delinquency. And in this
26 case the trustees advised us of the trust funds that there was

1 no delinquency according to their records.

2 Now, we filed this case on the basis of interpretation
3 to see if whether or not the present decisions involving this
4 issue are applicable to this contract. This is the case.

5 MR. SHEPHERD: So you are simply saying that the union
6 did not, from the company's point, did not notify the specific
7 people rather than the health and welfare trust saying,
8 because the way they have the payments set up. That's not the
9 issue. Right?

10 MR. DICKMAN: There's two really, Gene. One issue is
11 that in the notice we got from the union they were not
12 specific as to what and where the delinquency was.

13 And secondly, the question is also here, must the notice
14 come to the company from the trust.

15 MR. HOFMANN: No.

16 CHAIRMAN McILVENNAN: Are these cases identical, the
17 one in 70 and this one?

18 MR. DICKMAN: I think they are awfully close but I think
19 the time factor is a little different.

20 CHAIRMAN McILVENNAN: They are not identical?

21 MR. DICKMAN: No, they are not specifically identical,
22 no.

23 CHAIRMAN McILVENNAN: Okay. Let's hear from the union
24 and see what we got here.

25 MR. RODGERS: Well, Mr. Chairman, the first thing I
26 want to do is go on record that the employer made it very

1 clear that I was not the business agent at that time, which
2 it was Chuck Mack, as you stated.

3 The position of the union as far as the secretary,
4 president or the business agent, I know nothing about that.
5 I say now to the committee that the intent, the interpretation
6 of Article 49, as far as health and welfare or pensions is
7 concerned, that I believe it was on the casual basis as far
8 as the casual men is concerned. And the intent and the
9 interpretation is very clear to the employer as well as the
10 union.

11 Now, if this is the position that the union has taken,
12 then the employer is in delinquency as far as the payments is
13 concerned. And I think this was the intent.

14 I feel also that the business agent should be here to
15 take the case on with you, Mr. Dickman, not Billy Rodgers.

16 CHAIRMAN McILVENNAN: Well, where is---

17 MR. DIVINY: He was here yesterday.

18 MR. RODGERS: He'll be here; he was just held up. He
19 will be here and I believe that the case should be held up.

20 MR. JAMES: What held him up?

21 MR. RODGERS: I can tell you what held him up but I
22 think that---

23 MR. HOFMANN: That wouldn't be anything, who's here.
24 The interpretation of the contract---

25 MR. RODGERS: I just gave---

26 MR. HOFMANN: Wait a minute. Does the trustees send out

1 the notices or does the union. Under our agreement the union
2 does, not the trustees.

3 MR. RODGERS: This is what I'm getting at.

4 MR. HOFMANN: All right. Forget the business agents.

5 MR. BUNTE: The second question he is saying is does
6 Local 70 feel that our interpretation or decision on Article 43,
7 Section 3, do you feel that applies to your particular contract
8 as far as being specific. I think that is the question.

9 CHAIRMAN McILVENNAN: One is can the union notify the
10 company on delinquencies. And second, should the notice of
11 delinquencies be specific.

12 MR. BUNTE: I think we got what we've got to talk about.

13 CHAIRMAN McILVENNAN: All right. Anything else?

14 Executive session.

15 (Executive session.)

16 MR. BUNTE: I move that the union has the right to
17 notify the company of the delinquency but the notice shall be
18 specific in accordance with previous JWAC decisions, Nos.
19 2-8-3694 and 5-9-4476, and these would apply to Joint Council 7.

20 MR. JAMES: Second the motion.

21 (Motion carried.)

22 ---o0o---

23

24

25

26



Agenda
JOINT WESTERN AREA COMMITTEE

NOVEMBER 3-4-5-6-7, 1969

INTERNATIONAL INN

CHANGE OF OPERATIONS

<u>RODGERS</u>	<u>CONSOLIDATED FREIGHTWAYS</u>	MC-CO-37-11/69	PAGE 1
<u>NUNES</u>	<u>O. N. C.</u>	8-9-4664	15
<u>ARINO</u>	<u>VALLEY-COPPERSTATE</u>	11-9-4844 (#70 not actually named)	30
<u>FREITAS</u>	<u>WALKUP-MERCHANTS</u>	11-9-4846	36

MAIN COMMITTEE or JC 7 COMMITTEE

RODGERS	CONSOLIDATED FREIGHTWAYS	8-9-4774	86
NUNES	RINGSBY TRUCK LINES	2-8-3562 (LD 3472)	145
RIGA	DELTA LINES	2-8-3580 (LD 3564)	146
DIAS	PAXTON TRUCK LINES	11-8-4230 (LD 4062)	147
RIGA	SYSTEM 99	2-9-4370 (LD 4421)	148
MACK	L.A.S.M.E.	5-9-4598 (LD 4532)	151
MACK	NAVAJO FREIGHT	8-9-4801 (LD 4638)	152
ARINO <i>pp</i>	P. I. E.	8-9-4803 (LD 4772)	153
RIGA	GARRETT FREIGHTLINES	11-9-4928 (LD 4989)	160

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, NOVEMBER 3, 1969, at 9:00 A. M.

INTERNATIONAL INN - SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A.M., Monday, November 3, 1969 by Joe Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton
Fred Hofmann
George Rohrer
Bob Rampy
Art Trimble
Bob Shaw
Art Hardy
Harry Kachadoorian
Harvey Killman

Ted Merrill
Harry Bath
Harry Marshall
Bob Chaney
Bill Waggoner
Glen Jones
Barney Volkoff
Gene Shepherd
George King

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, August 11, 1969 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting.

Leonard Andrade - Local 224
Gene Bedford - Local 692
Larry Booker - Local 431
Ed Blackmarr - Local 208
Jack Crotty - S.C. JSC
Ed Dietrich - Local 208
Joe Davis - Local 315
J. W. George - Local 911
Herb Helmers - Local 357
Pete Kurbatoff - Local 235
Joe Morrill - Jt. Council 38
Manny Magan - Local 208
Jim Campbell - Local 980
Frank Cortez - Local 85
Ward Graham - Local 324
Horace Manning - Local 104
Bill Manos - Local 235
Billy Rodgers - Local 70

Al Quintero - Local 208
Cliff Reed - Local 690
Joe Stovall - Local 941
Ed Shapiro - Local 208
Cecil Tobin - Local 150
Jerry Vercesi - Local 468
Jack Wyatt - Local 467
Jess Arnold - Local 81
Vince Aloise - Local 315
Frank Bushnell - Local 17
Jerry Burgess - Local 17
Charles Brenner - Local 208
Norman Clark - Local 542
James Donahue - Local 396
E. G. Johnson - Local 690
Bill Martin - Local 741
Alex Maheras - Local 208
J. T. Williams - Local 208

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE: (O.T.R.)

Joe Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
Floyd Mendenhall

Ernie Hinch - Secretary

Jerry Vercesi - Sgt.-at-Arms

SUB-COMMITTEE ON LOCAL OPERATIONS:

Barney Volkoff
Art Hardy
George Rohrer
Art Trimble
Elgie Farris
Harry Marshall

Jack Crotty - Secretary

Herb Helmers - Sgt.-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner - Chairman
Robert Rampy
Glenn Jones
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary

Horace Manning - Sgt.-at-Arms

JOINT COUNCIL #7 COMMITTEE:

Roy Williams
George King

5. Standard Contract Participation approved by the division.

Rapid Air Freight, D & G Trucking and Local 208 - National Master and Western States Pick-Up & Delivery - Approved September 29, 1969

Bonanza Transportation and Local 208 - National Master and Western States Area Pick-Up and Delivery - Approved October 13, 1969.

Van-Ward Service, Inc. and Local 890 - National Master and Joint Council #7 Pick-Up and Delivery - Approved September 29, 1969.

6. "Me Too" Agreements.

Domestic Air Express and Local 856 - National Master and Western States Office Employees and 856 Rider - Approved September 29, 1969.

Colombo Trucking and Local 357 - National Master and Western States Area Pick-Up and Delivery Agreement - Approved September 29, 1969.

7. ADJOURNMENT.

MINUTES OF MEETING
JOINT WESTERN AREA COMMITTEE

NOVEMBER 3-4-5-6-7, 1969

INTERNATIONAL INN
SOUTH SAN FRANCISCO, CALIFORNIA
* * * * *

The Joint Western Area Committee convened at 10:00 A. M., Monday, November 3, 1969 at the International Inn in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of August 11-12-13-14-15, 1969, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The November, 1969 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases, referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.

NOTE:

THE FEBRUARY, 1970 MEETING OF THE JOINT WESTERN AREA
COMMITTEE WILL BE HELD AT DEL WEBB'S TOWNE HOUSE
MOTOR HOTEL - MARKET & 8th, SAN FRANCISCO, CALIF.

5. The Full Committee adjourned at 11:45 A. M.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express (Multi-Conference)
MC-CO-22-8/69

Multi-Conference	Locals involved:	81, Portland, Oregon
		468, Oakland, California
		911, Klamath Falls, Oregon
Change of Operations		670, Ontario, Oregon
		222, Salt Lake City, Utah
Clarification		492, Albuquerque, New Mexico

Request for clarification of certain portions of the
Multi-Conference Change of Operations heard in
August, 1969.

DECISION: (Multi-Conference Change of Operations Committee - Transcript
(Pages 2 - 10/ - 11/3/69)

M/m/s/c/ it is the determination of this committee that these drivers be allowed to exercise their bidding seniority they now enjoy to be placed on the master list and can then select any domicile that presently needs additional drivers. And once they are successful and get to their new domicile they will be treated exactly like other drivers moved in there prior to them, provided that they cannot elect to go to a domicile where there are no openings. If when they are given the right to go to the master list they elect not to go, they would then take a three-year layoff in Oakland. Bids shall be completed within ten days from today - November 3, 1969.

This decision is based on the facts presented to the committee that the drivers were misinformed as a result of a mutual mistake by the company and the local union.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
MC-CO-37-11/69

Multi-Conference	24, Akron, Ohio	
	41, Kansas City, Mo.	
	544, Minneapolis, Minn.	
Change of Operations	710, Chicago, Illinois	
	795, Wichita, Kansas	
	57, Eugene, Oregon	468, Oakland, Calif.
	58, Longview, Wash.	483, Boise, Idaho
	70, Oakland, Calif.	524, Yakima, Wash.
	81, Portland, Oregon	533, Reno, Nevada
	87, Bakersfield, Calif.	556, Walla Walla, Wash.
	150, Sacramento, Calif.	631, Las Vegas, Nevada
	180, Los Angeles, Calif.	690, Spokane, Wash.
	222, Salt Lake City, Utah	741, Seattle, Wash.
	224, Los Angeles, Calif.	839, Pasco, Wash.
	235, Orange, Calif.	883, Hood River, Oregon
	287, San Jose, Calif.	961, Denver, Colorado
	313, Tacoma, Wash.	962, Medford, Oregon
	324, Salem, Oregon	983, Pocatello, Idaho
	431, Fresno, Calif.	
	439, Stockton, Calif.	

SEATTLE - LOS ANGELES

PRESENT OPERATION:

Presently being run by sleepers, primarily domiciled at Portland and Los Angeles.

PROPOSED OPERATION:

Establish a relay operation between Los Angeles and Seattle. Drivers will be domiciled at Los Angeles and run between Los Angeles and Sacramento. Drivers will also be domiciled in Sacramento and Medford and will run between Sacramento and Medford and may drop and pick enroute. Drivers will also be domiciled at Seattle and will run between Seattle and Medford.

Dispatches between Los Angeles and Sacramento may be via Orange, Bakersfield, Fresno and/or Manteca (Stockton).

Dispatches between Seattle and Medford may be via Tacoma, Longview, Portland, Salem, Eugene and/or Roseburg and other non-terminal points.

This operation will be on the basis of two runs per specified twenty-four hour period, six days per week.

Drivers will be dispatched from their domicile as follows: Two Los Angeles-based men to Sacramento per dispatch day. One Sacramento-based man to Medford per dispatch day. One Medford-based man to Sacramento per dispatch day. Two Seattle-based men to Medford per dispatch day.

Loads in excess of two per dispatch day may be moved by either additional relays or sleepers. The Company is not obligated to run the two protected runs prior to running sleepers.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

SEATTLE - SPOKANE

PRESENT OPERATION:

Two divisions per day, six days per week with the drivers based in Seattle.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
MC-CO-37-11/69

Consolidated Freightways

(Multi-Conference Change)

SEATTLE - SPOKANE

PROPOSED OPERATION:

One division per day, six days per week with driver based in Seattle. Run would be direct or via points presently authorized.

Loads in excess of the one division may be handled by either sleepers or extra divisions.

SEATTLE - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Freight is moved one of three ways:

- (1) Three-man sleeper operation with drivers domiciled in Seattle and Salt Lake City.
- (2) Foreign sleepers.
- (3) To Portland and then via Portland-Boise division and Boise-Salt Lake division.

PROPOSED OPERATION:

Discontinue three-man sleeper operation.

Establish a relay operation between Seattle and Salt Lake City with a break point at Ontario, Oregon. Drivers will be domiciled at Seattle and Salt Lake City and they would run divisions to and from Ontario, Oregon.

Dispatches between Seattle and Ontario may be via Tacoma, Yakima, Kennewick, Hermiston and/or Pendleton and other non-terminal points.

Dispatches between Salt Lake City and Ontario may be via Boise, Twin Falls, Burley and/or Pocatello and other non-terminal points.

The Company will protect three runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the three protected runs prior to running sleepers. Extra loads may be run by either additional single-man relays, sleepers, or via the Portland gateway.

The Company will furnish the motel in lieu of paying the drivers subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

PORTLAND - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Freight is moved one of three ways:

- (1) Three-man sleeper operation with drivers domiciled at Portland and Salt Lake City.
- (2) Foreign sleepers.
- (3) Portland-Boise division and a Boise-Salt Lake City division.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways (Multi-Conference Change)
MC-CO-37-11/69

PORTLAND - SALT LAKE CITY AND BEYOND

PROPOSED OPERATION:

Discontinue the three-man sleeper operation.

Establish a relay operation between Portland and Salt Lake City with a break point at Ontario, Oregon. Drivers will be domiciled at Portland and Salt Lake City and they will run division to and from Ontario, Oregon.

Dispatches between Portland and Ontario may be via Salem, Kennewick, Walla Walla, Longview, Hermiston and/or Pendleton and other non-terminal points.

Dispatches between Ontario and Salt Lake City may be via Boise, Twin Falls, Burley and/or Pocatello and other non-terminal points.

Cancel one Portland-Boise schedule.

The Company will protect five runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the five protected runs prior to running sleepers. Extra loads may be run by either additional single-man relays or via the Portland-Boise, Boise-Salt Lake City operation or sleeper operation.

The Company will furnish the motel in lieu of subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

SAN FRANCISCO/OAKLAND - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Sleepers, primarily based at Hayward, California, presently on this operation. Short line man domiciled at San Jose running to Hayward terminal.

PROPOSED OPERATION:

Establish a relay operation between San Francisco/Oakland and Salt Lake City with a break point at Winnemucca, Nevada. Drivers would be domiciled at Salt Lake City and Hayward, California and they would run divisions to and from Winnemucca, Nevada.

Dispatches between Winnemucca, Nevada and Hayward, California may be via Reno, Sacramento, Manteca (Stockton) and/or San Jose.

Run single man operation between Reno, Nevada and Winnemucca, Nevada and between Reno, Nevada and Boise, Idaho when needed.

The Company will protect six runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the six protected runs prior to running sleepers. Extra loads may be run by either additional single man relays or sleeper operation.

The Company will furnish the motel in lieu of paying the driver subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways (Multi-Conference Change)
MC-CO-37-11/69

LOS ANGELES - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Sleepers, primarily Los Angeles-based, presently on this operation.

One bid division per day, five days per week between Los Angeles and Las Vegas with drivers domiciled in Los Angeles.

PROPOSED OPERATION:

Establish a relay operation between Los Angeles and Salt Lake City with a break point at Mesquite, Nevada. Drivers would be domiciled at Salt Lake City and Los Angeles and they would run divisions to and from Mesquite, Nevada.

Dispatches between Mesquite, Nevada and Los Angeles may be via Orange, California and/or Las Vegas, Nevada.

The present Los Angeles-Las Vegas bid will be discontinued.

The Company will protect two runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the two protected runs prior to running sleepers. Extra loads may be run by either additional single man relays or sleeper operation. If additional single man relays are used, the division point may be either Mesquite, Nevada or Las Vegas, Nevada.

Salt Lake City-based drivers may be run to Las Vegas, Nevada when needed. Los Angeles-based drivers may be run to Las Vegas, Nevada when needed.

The Company will furnish the motel in lieu of paying the drivers subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

BOISE - SALT LAKE CITY

PRESENT OPERATION:

Two drivers live Boise and two drivers live Salt Lake City. One division per day in each direction.

PROPOSED OPERATION:

Redomicile two Boise drivers to Salt Lake City and extend to Ontario when needed.

SACRAMENTO - FRESNO

PRESENT OPERATION:

Freight destined for Fresno is routed through Hayward, California terminal and is run to Fresno by a Hayward-based driver.

PROPOSED OPERATION:

Discontinue present operation out of Hayward and establish a Fresno-Sacramento turn with the driver based in Fresno. This would run five days per week Monday through Friday providing freight is available. The run may go via Manteca (Stockton). On weekends, a Sacramento-based man may be used to turn Fresno, either direct or via Manteca (Stockton) or as a combination Sacramento-Manteca (Stockton) turn, and a Sacramento-Fresno turn.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways (Multi-Conference Change)
MC-CO-37-11/69

SAN FRANCISCO / OAKLAND - TRAVIS AIR FORCE BASE, CALIFORNIA

PRESENT OPERATION:

A city man named Channing Pingree with a seniority date of March 8, 1943 runs five days a week from our Hayward, California terminal to Travis Air Force Base, California, a distance of 68 miles.

PROPOSED OPERATION:

Discontinue this run and handle the freight through our Sacramento terminal, a distance of 49 miles from Travis Air Force Base.

WICHITA SLEEPER OPERATION

PRESENT OPERATION:

Wichita, Kansas-based sleepers operate between Wichita and Denver.

PROPOSED OPERATION:

Make Wichita-based sleepers part of our Inter-Conference Agreement.

SLEEPER OPERATION - GENERAL

On loads moving via sleepers, the Company may dispatch the loads to Salt Lake City irrespective of the destinations of the freight.

All of the terms and conditions contained in the Inter-Conference Agreement remain in full force and effect unless specifically modified by the conditions approved in this change.

DECISION: (Multi-Conference Change of Operations - Transcript Pgs. 11-59/ 11- 3/69) M/m/s/c/ that the company's request to withdraw without prejudice all portions of this change except the Wichita sleeper operation be approved. The Wichita sleeper portion is approved on a trial basis provided that it is limited to the present number of Wichita-based sleepers. And this Multi-Conference Committee or a similar Multi-Conference Committee shall retain jurisdiction until the February, 1970 session of the JWAC, at which time the matter shall again be reviewed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington
11-6-2613

Change of Company involved: Consolidated Freightways
Operations

Clarification The Union interprets Change of Operations #11-6-2613 as giving the Company the right to run the Seattle-Spokane bid schedules from Seattle or Spokane via Moses Lake and/or Wenatchee and/or other intermediate points and Change of Operations #5-9-4439 as giving the Company the right to run the Seattle-Spokane bid schedules via Kennewick. However, we do not agree that Yakima or Kennewick is an intermediate point on a schedule routed via Wenatchee to either Spokane or Seattle.

DECISION: (Change of Operations Committee - Transcript Pgs.24-32/ -11/4/69)
M/m/s/c/ in answer to the questions raised by the parties in this matter today, after reviewing the transcripts of the previous hearings, the decision of the committee made on August 15, 1967 be reaffirmed in all particulars.

Case # Illinois-California Express
5-7-2929

Change of Locals involved: 180, Los Angeles, California
Operations 492, Albuquerque, New Mexico

Clarification Request for clarification of previous Change of Operations (JWAC Case #5-7-2929) as to work jurisdiction by the Locals #492 and #180 on freight to Lubbock and Dallas out of Los Angeles. Furthermore, the Company petitions for the right to dispatch Los Angeles teams to either Albuquerque or Amarillo, depending upon the need to balance its operation. No redomicile is involved.

DECISION: (Change of Operations Committee-Transcript Pgs.321-325/ - 11/6/69)
M/m/s/c/ that the clarification in Case #5-7-2929 as stated on the record by the Company be approved.

Case # Pacific Motor Trucking Company
11-8-4099

Change of Local involved: 85, San Francisco, Calif.
Operations

Clarification One of the proposals in our original Change of Operations was that line drivers would be allowed to "drop and pick" at all terminals without restriction. This proposal was approved by the Change of Operations Committee. We recently have been harrassed and have been subject to strike conditions at Redwood City because of Local 85 not allowing us freedom of "dropping and picking" at this terminal.

DECISION: (Change of Operations Committee-Transcript Pgs.95-123/- 11/4/69)
M/m/s/c/ that the Change of Operations Committee, in its decision in Case #11-8-4099 did not grant to PMT the right to pick and drop trailers in violation of established practices in transbay operations.
If the picking and dropping at Redwood City as described by the Company on the record and objected to by Local 85 is in violation of the transbay operation, then it is not authorized by the Change of Operations decision. However, if such picking and dropping at Redwood City is not in violation of the transbay operation, then it is authorized by the Change of Operations decision.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Burlington Truck Lines, Inc.
5-9-4432

Change of Operations Local involved: 190, Billings, Montana
307, Casper, Wyoming

PROPOSED METHOD OF OPERATIONS:

Redomicile the two men in Billings back to Casper, Wyoming.
Runs to then be combined and run as follows:

- (1) Two drivers, two tractors needed to run on alternate days
Casper to Billings via Sheridan, through runs (293 miles)
Return to Casper via Route 2 below or other authorized routes.
- (2) Two drivers, two tractors needed to run on alternate days
Casper to Billings via Cody, through runs (379 miles). Return
to Casper via Route (1) above or other authorized routes.
Total miles operated 1344.

Present and proposed method would allow drivers to drop or pick
up at intermediate points.

DISPOSITION: Withdrawn without prejudice.

Case # Local 890, Salinas, California
5-9-4436 Local 287, San Jose, California

Change of Operations Company involved: Consolidated Freightways

Clarification The Local Union requests a clarification of the Change of Opera-
tions granted in JWAC Case #5-9-4436.

DISPOSITION: Settled and Withdrawn.

Case # Illinois-California Express, Inc.
5-9-4441

Change of Operations Locals involved: 492, Albuquerque, New Mexico
941, El Paso, Texas

The Company requests the right to change the domicile of one
El Paso line driver to Hobbs, New Mexico.

DISPOSITION: Withdrawn.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, Also Locals: 431-85-150
8-9-4645 California Motor Express

Change of Case #SC-10-9-4553: - Local 224 on behalf of Gene Wollam,
Operations protests the seniority roster posted on September 8, 1969. Mr.
Clarification Wollam is protesting the ten Fresno men coming to Los Angeles
on Change of Operations Case #8-9-4645 on a full Company line
seniority basis.

Cases #SC-10-9-4554, 4555, 4556, 4557, 4558, 4559 and 4560,
are similar grievances.

DISPOSITION: (Change of Operations Committee-Transcript Pgs.368-373/-11/6/69)
Since it appears to the committee that the Fresno drivers or representatives of those
drivers are not in attendance, the Chair has ruled that this matter be Postponed, we
retain jurisdiction of it, and it will be on the February, 1970 Agenda.

Case # Consolidated Freightways
8-9-4651

Change of Locals involved: 81, Portland, Oregon
Operations 222, Salt Lake City, Utah
483, Boise, Idaho
741, Seattle, Washington

PROPOSED OPERATION:

- (1) Eliminate the sleeper operation between Portland and Salt
Lake City, Seattle and Salt Lake City, Salt Lake City-Portland
and/or Seattle.
- (2) Handle this movement on existing schedules.

DISPOSITION: Postponed.

Case # Haslett Company
8-9-4659

Change of Local involved: 150, Sacramento, California
Operations

PROPOSED OPERATION:

Haslett will operate Line Trailer or Trailers from Oakland to
Stockton and interline all traffic for the Stockton, Modesto and
Turlock area with another carrier.

DISPOSITION: Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # McCracken Bros. Motor Freight
8-9-4663

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Company proposes to convert its line operation between Eugene and Portland and Portland and Eugene from a long line method of operation to a short line operation.

DISPOSITION: Postponed.

Case # O.N.C. Motor Freight System
8-9-4664

Change of Local involved: 70, Oakland, California
Operations

O.N.C. Motor Freight System proposes to abolish the local run between the San Leandro and Sunnyvale terminals of O.N.C. Motor Freight Sustem.

DISPOSITION: Withdrawn.

Case # O.N.C. Motor Freight System
8-9-4665

Change of Locals involved: 81, Portland, Oregon
Operations 231, Bellingham, Washington
Clarification 524, Yakima, Washington
699, Hoquiam, Washington
741, Seattle, Washington
839, Pasco, Washington
962, Medford, Oregon

We desire to clarify our understanding of the dispatching of our extra board drivers as it pertains to dispatches to and from foreign lay points.

DECISION: (Change of Operations Committee-Transcript Pgs. 15-22/-11/4/69)
M/m/s/c/ since it appears to this committee that the issues raised by the parties involve dispatch rules and procedures rather than a clarification of the Change of Operations decision, the case is referred to the Main Committee.
DISPOSITION: (Main Committee) When this case was brought up in the Main Committee it was Withdrawn by the Company.

Case # Kings County Truck Lines
8-9-4817

Change of Locals involved: 94, Visalia, California
Operations 386, Modesto, California
431, Fresno, California

Effective June 1, 1969, Western Milk Transport, Inc. purchased the certificated operating authority of Kings County Truck Lines. Kings County Truck Lines requests a clarification of the Change of Operations as to how the portion of its operation remaining after the partial sale would be affected.

(See Following Page for Decision)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Kings County Truck Lines
8-9-4817

DECISION: (Change of Operations Committee-Transcript Pgs.236-247/- 11/5/69)
M/m/s/c/ that this Rider Committee approve the cancellation of Rider Agreement 176, effective November 15, 1969, as to the operations explained on the record, and that this action constitute notification to the Western Master Freight Division of the cancellation of said Rider as applies to this Company's operations as indicated on the record.

Case # Consolidated Freightways
8-9-4824

Change of Locals involved: 81, Portland, Oregon
Operations 883, Hood River, Oregon

The Company requests the right to close its terminal at Umatilla, Oregon.

DISPOSITION: Withdrawn.

Case # Consolidated Freightways, Inc.
11-9-4834

Change of Locals involved: 222, Salt Lake City, Utah
Operations 976, Ogden, Utah

The Company proposes to close its terminal at Ogden, Utah, and serve the area from its Salt Lake City terminal.
The displaced Ogden employees will be offered employment at the Salt Lake City terminal, their seniority to be established as directed by the Change of Operations Committee.

DECISION: (Change of Operations Committee-Transcript Pgs.233-235/11/5/69)
M/m/s/c/ since it appears that the Rules of Procedure have not been complied with, this case is Postponed to the February session.

Case # Illinois-California Express, Inc.
11-9-4835

Change of Locals involved: 224, Los Angeles, California
Operations 381, Santa Maria, California
468, Oakland, California

Closing of Santa Maria, California terminal.

DECISION: (Change of Operations Committee-Transcript Pgs.326-337/-11/6/69)
M/m/s/c/ that the request for closing of the Santa Maria terminal as clarified on the record be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # I. M. L. Freight, Inc.
11-9-4836

Change of	Locals involved:	222, Salt Lake City, Utah
Operations		224, Los Angeles, California
		631, Las Vegas, Nevada

PRESENT OPERATIONS:

SALT LAKE CITY - The Company operates three (3) single man runs a day six (6) days a week between Salt Lake City, Utah and St. George, Utah.

ST. GEORGE - The Company operates three (3) turnaround runs a day six (6) days a week between St. George, Utah and Las Vegas, Nevada.

LOS ANGELES - The Company operates three (3) single man runs a day six (6) days a week between Los Angeles, California and Las Vegas, Nevada.

The three (3) single man runs - Salt Lake City to St. George, St. George to Las Vegas and Los Angeles to Las Vegas are protected in the dispatch day (12:00 Noon to 12:00 Noon) six (6) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles and from Los Angeles as long as the three (3) a day are protected within the dispatch day .

The single man operation does not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Los Angeles.

PROPOSED OPERATION:

SALT LAKE CITY - The Company proposes to operate six (6) single man runs a day six (6) days a week between Salt Lake City, Utah and Las Vegas, Nevada.

LAS VEGAS - The Company proposes to operate six (6) turnaround runs a day six (6) days a week between Las Vegas, Nevada and Yermo, California.

LOS ANGELES - The Company proposes to operate six (6) turnaround runs a day six (6) days a week between Los Angeles, California and Yermo, California.

The six (6) single man runs from Salt Lake City to Las Vegas, Las Vegas to Yermo and Los Angeles to Yermo will be protected in the dispatch day (12:00 Noon to 12:00 Noon) six (6) days a week Monday Noon through Sunday Noon and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles, Las Vegas and back to Salt Lake City as long as the six (6) a day are protected within the dispatch day.

On the weeks in which a holiday falls on Monday, the six (6) single man runs from Salt Lake City to Las Vegas, Las Vegas to Yermo and Los Angeles to Yermo will be protected in the dispatch day (12:00 Noon to 12:00 Noon) five (5) days a week, Tuesday Noon through Sunday Noon and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles, Las Vegas and back to Salt Lake City as long as the six (6) a day are protected within the dispatch day.

The single man operation will not have the claim to run around against the Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City, Las Vegas or Los Angeles.

DRIVERS AFFECTED:

SALT LAKE CITY - Under the proposed change, the present Salt Lake City single man drivers which are presently operating between Salt Lake City and St. George will be offered work opportunities on the proposed change and the Company will have to obtain additional drivers off its present common extra board.

ST. GEORGE - Under the proposed change, the three (3) drivers presently domiciled at St. George have seniority on the Salt Lake City line seniority list and they

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # I. M. L. Freight, Inc.
11-9-4836

ST. GEORGE - (Continued)

will be offered work opportunities at Salt Lake City in accordance with their seniority. The Company will further offer the displaced drivers at St. George work opportunities in Las Vegas, Nevada ahead of new hires.

LOS ANGELES - Under the new proposal the six (6) drivers which are presently operating between Los Angeles and Las Vegas will be given work opportunities on the proposed change.

The moving expenses of the three (3) displaced drivers at St. George, Utah will be covered in accordance with the National Master Freight Agreement.

EFFECTIVE DATE:

The Company proposes that the change be made no earlier than January 12, 1970.

DECISION: (Change of Operations Committee-Transcript Pgs.37-47/ - 11/4/69)
M/m/s/c/ that the Company's requested Change of Operations be approved as clarified by the Company on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # I. M. L. Freight, Inc.
11-9-4837

Change of Operations Locals involved: 222, Salt Lake City, Utah
961, Denver, Colorado

PRESENT OPERATION:

DENVER - The Company operates three (3) single man runs a day seven (7) days a week between Denver, Colorado and Wamsutter, Wyoming, and one (1) single man run per day six (6) days a week between Denver, Colorado and Rock Springs, Wyoming.

SALT LAKE CITY - The Company operates three (3) single man runs a day seven (7) days a week between Salt Lake City, Utah and Wamsutter, Wyoming, and one (1) turn-around run per day six (6) days a week between Salt Lake City, Utah and Rock Springs, Wyoming.

The three (3) single man runs, Denver to Wamsutter and Salt Lake City to Wamsutter are protected in the dispatch day (12:00 noon to 12:00 noon) seven (7) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Denver and East of Denver as long as the three (3) a day are protected within the dispatch day.

The single man operation does not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Denver.

PROPOSED OPERATION:

DENVER - The Company proposes to operate six (6) single man runs a day seven (7) days a week between Denver, Colorado and Rock Springs, Wyoming.

SALT LAKE CITY - The Company proposes to operate six (6) turnaround runs a day seven (7) days a week between Salt Lake City, Utah and Rock Springs, Wyoming.

Three (3) single man runs, Denver to Rock Springs and three (3) turnaround runs, Salt Lake City to Rock Springs will be protected in the dispatch day (12:00 Noon to 12:00 Noon) seven (7) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Denver and East of Denver as long as the three (3) a day are protected within the dispatch day.

The single man operation will not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Denver.

DRIVERS AFFECTED:

DENVER - Under the proposed change, the present Denver single man drivers (West seniority) will be offered work opportunities on the proposed change and the Company will have to hire additional drivers.

SALT LAKE CITY - Under the proposed change, seven (7) of the nine (9) drivers which are presently operating between Salt Lake City and Wamsutter and Rock Springs will be given work opportunities on the proposed change.

The two (2) displaced drivers in Salt Lake City will be given work opportunities in accordance with their seniority on the Salt Lake City sleeper wheel or common extra board.

DECISION: (Change of Operations Committee-Transcript Pgs. 2-9/ - 11/3/69)
M/m/s/c/ that the Company's requested operational change be approved as clarified by the Company on the record, provided that the room rent rider will apply at Rock Springs and provided further that the applicable contract provision for mealtime at the turn point will apply.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Northern Pacific Transport Company
11-9-4838

Change of Operations Local involved: 313, Tacoma, Washington
The Company is requesting a Change of Operations to change their present Tacoma-Vancouver run to domicile the drivers at Vancouver, instead of Tacoma.

DECISION: (Change of Operations Committee-Transcript Pgs.10-11/- 11/4/69)
M/m/s/c/ that the operational change in Case 11-9-4838 be approved.

Case # Northern Pacific Transport Company
11-9-4839

Change of Operations Locals involved: 556, Walla Walla, Washington
741, Seattle, Washington
690, Spokane, Washington
The Company is requesting a Change of Operations to change their Seattle-Walla Walla run by changing the meet point from Yakima to George, Washington.

DECISION: (Change of Operations Committee-Transcript Pgs.12-13/ -11/4/69)
M/m/s/c/ that the operational change in Case No. 11-9-4839 be approved.

Case # T.I.M.E., DC. Inc.
11-9-4840

Change of Operations Locals involved: 150, Sacramento, California
439, Stockton, California

The Company requests approval of the transfer of the work previously performed by Sacramento T.I.M.E., DC, Inc. drivers, members of Local 150, in the jurisdiction of Local 439 to the Stockton terminal of T.I.M.E. -DC. that is within the jurisdiction of Local 439. Said work was transferred on September 29, 1969.

We have agreed to allow up to four men to follow the work that is being transferred from Sacramento to Stockton.

Further, it has been agreed that with the approval of the Change of Operations Committee, their seniority will be dovetailed at the Stockton terminal.

DECISION: (Change of Operations Committee-Transcript Pgs.183-187/ -11/5/69)
M/m/s/c/ that the Company's proposal in Change of Operations Case No.11-9-4840 be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines, Inc.,
11-9-4841

Change of Operations Locals involved: 81, Portland, Oregon
690, Spokane, Washington
741, Seattle, Washington

United-Buckingham is requesting a Change of Operation and eliminating all bid runs from Spokane, Washington to the West and South and desires to run them from Portland, Oregon and Seattle, Washington head haul stations on a back haul basis.

Abolish all bids from Spokane, Washington operating between Spokane and Portland and Seattle, and Tacoma, and Yakima, and Vantage, and Moses Lake, and Pasco and Umitilla and Wenatchee and Lewiston and other Washington, Idaho, and Oregon points. The Company proposes to man all schedules between Spokane and other Washington, Idaho and Oregon points with drivers domiciled in Portland, Oregon and Seattle, Washington, on a back haul basis from head haul stations.

DECISION: (Change of Operations Committee-Transcript Pgs.48-83/ -11/4/69)
M/m/s/c/ that it be approved as amended and clarified on the record.

Case # United-Buckingham Freight Lines, Inc.
11-9-4842

Change of Operations Local involved: 690, Spokane, Washington

United-Buckingham Freight Lines has removed its tire recapping machine from its shop in Spokane, Washington and has placed it in its tire shop in Omaha, Nebraska. The reason for this was for economic reasons and to place all tire making equipment in one area. Those men qualified for recapping work in Spokane, Washington have been offered work under the Master Freight Agreement under Article 5, Section 5, Paragraph B-2, and under Article 5, Section 5 Paragraph D, and have declined this job opportunity offered by the Company in Omaha, Nebraska.

DECISION: (Change of Operations Committee-Transcript Pgs.84-93/ -11/4/69)
M/m/s/c/ the Company's request to move its tire recapping machine to Omaha is approved. This approval is without prejudice to any grievances which were filed prior to October 7, 1969, the date this case was filed.

Case # United-Buckingham Freight Lines
11-9-4843

Change of Operations Locals involved: 45, Great Falls, Montana
190, Billings, Montana

We have, on an experimental basis, been running Billings-Great Falls on a turn mileage basis. These runs have been made with extra men, other than bid divisional drivers. The application of this turn rather than on a divisional basis has also applied from Great Falls to Billings, Montana. The company therefore desires that other than bid division runs from Billings to Great Falls, that all runs Billings-Great Falls and Great Falls-Billings be made off the extra board on a turn and mileage basis.

DECISION: (Change of Operations Committee-Transcript Pgs.34-36/ -11/4/69)
M/m/s/c/ that the operational change be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Valley Copperstate System
11-9-4844

Change of
Operations

Locals Involved:

57, Eugene, Oregon	324, Salem, Oregon
81, Portland, Oregon	386, Modesto, California
87, Bakersfield, California	431, Fresno, California
94, Visalia, California	439, Stockton, California
104, Phoenix, Arizona	468, Oakland, California
137, Marysville, California	741, Seattle, Washington
150, Sacramento, California	890, Salinas, California
224, Los Angeles, California	911, Klamath Falls, Oregon
287, San Jose, California	941, El Paso, Texas
310, Tucson, Arizona	962, Medford, Oregon
313, Tacoma, Washington	

NORTHWEST REGION

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and two (2) extra board drivers, total of ten (10) drivers and ten (10) single-man tractors domiciled at Seattle.

PROPOSED CHANGE OF OPERATION:

Redomicile ten (10) tractors and ten (10) line drivers from Seattle to Portland, merge drivers with the Portland-based line drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis seven days per week.

PORTLAND - PRESENT OPERATION:

28 -- 14 Sleeper Runs Portland to Los Angeles and/or Sacramento
10 -- Portland to Medford, Single-man
2 -- Portland to Crescent City, Single-man
3 -- Portland to Klamath Falls, Single-man
2 -- Portland to Roseburg turn, Single-man
Portland to Salem turn
Portland to Albany turn
9 -- Portland to Seattle Turnaround
43 -- Pool Drivers
97 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Portland to Roseburg runs.
Close the Portland - Seattle Freight Lines Terminal at Portland. Merge all employees with Pierce Freight Lines Terminal, rebid city, dock and office classifications.
RETAIN BALANCE OF OPERATION. Operate all runs seven days per week. Proposed number of drivers at Portland, eighty (80).

MEDFORD, OREGON - PRESENT OPERATION:

2 -- Single-man layover runs to Portland
8 -- Single-man layover runs to Oakland
Redding turns operate by pool drivers
15 -- Pool Drivers
25 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Medford to Redding turn.
Discontinue Medford to Portland and Medford to Oakland.
Redomicile sixteen (16) drivers to Sacramento.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have ninety-one (91) single-man tractors, and seventy-seven (77) drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, forty-three (43) drivers run on the Valley Copperstate division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION:

Two (2) bid single-man layover runs to Modesto. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT MODESTO OPERATION:

2 -- Bid single-men layover runs to Montebello
2 -- Modesto to Sonora short-line single-men runs
1 -- Modesto to Turlock short-line single-man run
1 -- Modesto to Ceres short-line single-man run
1 -- Modesto to Ripon short-line single-man run
1 -- Modesto to Patterson short-line single-man run
6 DRIVERS TOTAL

PROPOSED OPERATION :

Discontinue Modesto to Montebello runs.
Retain balance of operation.
Redomicile two (2) drivers to Montebello.

PRESENT MONTEBELLO TO STOCKTON OPERATION:

Three (3) bid single-man layover runs to Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano.

PRESENT STOCKTON OPERATION:

Three bid single-man run layover runs to Montebello. This bid also includes one Delano turnaround.

1 -- Stockton to Manteca short-line
1 -- Stockton to Oakdale short-line
1 -- Stockton to Lodi short-line
1 -- Stockton to Rio Vista short-line
1 -- Stockton to Pittsburgh short-line
1 -- Stockton to Martinez short-line
1 -- Stockton to Brentwood short-line
10 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Stockton to Montebello runs.
Redomicile three (3) drivers to Montebello.
Retain balance of operation.

PRESENT MONTEBELLO TO SAN JOSE OPERATION:

Three (3) single-man bid layover runs to San Jose. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN JOSE OPERATION:

Three (3) single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Jose to Montebello runs. Redomicile three (3) drivers at Montebello.

PRESENT MONTEBELLO TO SACRAMENTO OPERATION:

Five (5) single-man runs to Sacramento with layover at Sacramento.

PRESENT SACRAMENTO OPERATION:

5 -- Single-man layover runs to Montebello.
2 -- Single runs to Chico
1 -- Single run to Fresno
8 -- TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Montebello runs.
Establish new runs to Medford.
Retain balance of present operation. Proposed driver board - 32.

PRESENT MONTEBELLO TO OAKLAND OPERATION:

Six (6) single-man bid layover runs to Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

PRESENT OAKLAND OPERATION:

Each driver runs three (3) trips one week, and two (2) trips the following week.

2 -- 1 Sleeper run to Medford
6 -- Single-man layover runs to Montebello.
1 -- Single run to San Jose
2 -- Single runs to Chico
1 -- Single run to Sacramento
2 -- Single runs to Stockton
2 -- Single runs to Modesto
1 -- Single run to Merced
2 -- Single runs to Fresno
6 -- Single runs to Medford
5 -- Pool Drivers
30 -- TOTAL DRIVERS

Merge Line Drivers

PROPOSED OPERATION:

Discontinue Medford Sleeper runs. Discontinue Oakland to Fresno and Oakland to San Jose runs. Merge line driver board.
Retain balance of present operation. Proposed driver board -- 30.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION:

Four (4) single-man bid layover runs to San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN FRANCISCO OPERATION:

Four (4) Single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Francisco to Montebello runs. Redomicile drivers to Montebello. Company proposed to discontinue bid equipment and departure times on all runs at Montebello, Sacramento, Oakland and Portland.

Merge Valley Motor Lines and Consolidated Copperstate line drivers into one common board at Montebello.

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST):

One bid division single-man runs to Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip seat tractor arrangement at each division point. Drivers layover at Phoenix. Seven (7) single-man bid runs to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. One bid Blythe single-man slip seat run to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

PROPOSED OPERATION:

The Company proposes to discontinue bid equipment at Montebello. Redomicile one driver from Blythe to Phoenix.

PHOENIX DOMICILE - UTAH-ARIZONA REGION

PRESENT PHOENIX OPERATION:

3 -- Single-man layover runs to El Paso
1 -- Single-man turnaround to Tucson
3 -- Single-man layover runs to Lordsburg, N. M.
2 -- (1) Sleeper run to Salt Lake City
1 -- Single-man run to Ajo
1 -- Single-man run to Globe
2 -- Single-man runs to Flagstaff
1 -- Single-man run to Prescott
1 -- Single-man run to Cottonwood
1 -- Single-man run to Cooledge
7 -- Single-man runs to Montebello
1 -- Single man run Blythe to Phoenix
24 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Phoenix to Lordsburg runs.
Discontinue Blythe to Phoenix run.
Redomicile driver at Phoenix.
Bid one Phoenix to Montebello run.
Maintain present bid system at Phoenix.
Retain balance of operation. Proposed driver board -- 30.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

LORDSBURG OPERATION - UTAH-ARIZONA REGION

PRESENT OPERATION:

3 - Single bid layover runs to El Paso.
8 - Pool drivers
11 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Lordsburg to Phoenix to El Paso runs.
Redomicile three (3) drivers at Phoenix.
Discontinue operation at Lordsburg.

EL PASO DOMICILE - TEXAS REGION

PRESENT OPERATION:

3 - bid single-man layover runs to Phoenix
3 - bid single-man turnaround runs to Balmorhea
1 - bid single-man turnaround run to Van Horn

PROPOSED OPERATION:

Discontinue El Paso to Phoenix runs.
Redomicile three (3) drivers at Phoenix operating under Western contract.
Discontinue El Paso to Balmorhea runs.
Redomicile one (1) driver at Sonora.
Discontinue El Paso to Van Horn run.
Redomicile one (1) driver at Odessa.

PECOS OPERATION - TEXAS REGION

PRESENT OPERATION:

Eleven (11) drivers no equipment operate single turnaround runs to El Paso.

PROPOSED OPERATION:

No change. Proposed number of drivers - 11.

SONORA OPERATION:

PRESENT OPERATION:

Three (3) Turnaround runs to Balmorhea.

PROPOSED OPERATION:

Discontinue bid equipment and departure times.
Proposed number of drivers - 4.

DECISION: (Change of Operations Committee-Transcript Pgs. 248-318/ - 11/5/69)
M/m/s/c/ that in Case #11-9-4844 the motion is as follows:

- (1) That the following parts of the company's proposal be approved as amended and clarified on the record, to be effective no sooner than December 1, 1969:
 - (a) The part involving the through runs between Oakland and Montebello.
 - (b) The part requesting discontinuance of all bid or assigned equipment, matched dispatches, and bid or fixed starting times.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

DECISION: (Continued from Page #21)

- (c) The part requesting to merge the Valley Motor Lines and Consolidated Copperstate Line seniority board at Montebello, to be dovetailed on the basis of full company line seniority dates.
 - (2) That the part of the proposal involving the operation from Montebello to points East be approved as amended and clarified on the record, to be effective no sooner than December 1, 1969; provided that the company's obligation to pay moving expenses and thirty-day room rent shall apply to drivers (including those who may redomicile from Lordsburg to El Paso) who redomicile within one year from the date that this portion of the change is put into effect.
 - (3) That the bidding of regular runs, if requested by the local unions, shall be in accordance with the provisions of the labor agreement.
 - (4) That the company be directed to work out dispatch rules with the various local unions as may be necessary or desirable to implement the change.
 - (5) That the remaining portions of the company's proposal as amended be Postponed and the parties are directed to have further discussions, this committee to retain jurisdiction for further hearing at the February, 1970 meeting of the JWAC, at which time a final decision on the remaining portions will be made.
-

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Victorville Barstow Truck Line
11-9-4845

Change of Locals involved: 224, Los Angeles, California
Operations 467, San Bernardino, California

PROPOSED CHANGE:

1. Los Angeles to retain the six short line drivers to serve any and all short line points as required on a day-to-day basis.
2. San Bernardino to serve the current short line points and to include Los Angeles, on a day-to-day basis as required.

DECISION: (Change of Operations Committee-Transcript Pgs.365-367/- 11/6/69)
M/m/s/c/ that the Change of Operations be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Walkup's Merchants Express
11-9-4846

Change of Operations	Locals involved:	70, Oakland, California 85, San Francisco, California 78, Oakland, California 150, Sacramento, California 287, San Jose, California 439, Stockton, California 468, Oakland, California 665, San Francisco, California 856, San Francisco, California 890, Salinas, California 980, Santa Rosa, California
----------------------	------------------	---

The Company requests the following Change of Operations.

- (1) The present Oakland terminal and warehouse operations located at 1301 Wood Street, Oakland, will be closed by December 1, 1969.
- (2) The present pickup and delivery of inter-city express freight will be operated from our San Francisco terminal facilities at 23rd and Illinois Streets.
- (3) Short line and linehaul runs from our 1301 Wood Street terminal will be moved to 23rd & Illinois Streets, San Francisco.

The following scope of work will remain in the East Bay:

- (1) East Bay local cartage.
- (2) Tariff 15 house trucks.
- (3) Local pickup and delivery of container loads.
- (4) Piggyback and rail transfer work in connection with Seatrail Lines.
- (5) Inter-city hauling (other than local) of containers to and from water carriers' container yards, East Bay.

The present three peddle runs from Wood Street operated by members of Local 468 to the Vallejo, Napa, and Fairfield-Travis areas with the closing of the Wood Street facility would be operated as follows:

Vallejo run - from 23rd & Illinois streets, San Francisco.
Napa run - from Santa Rosa terminal.
Fairfield-Travis run - from Sacramento terminal.

With the close of 1301 Wood Street, present short line operations from our northern California terminals would be reduced to one short line run only from each of the following terminals: Santa Rosa, Sacramento, Stockton, San Jose, and Salinas. Other equipment and drivers presently operating from these terminals would be transferred to the main terminal at 23rd & Illinois Streets in accordance with the contract provisions.

Reverse one of the present bid runs originating at San Francisco to Fresno terminal by opening such turnaround run at Fresno.

DECISION: (Change of Operations Committee-Transcript Pgs. 124-179/ - 11/4/69) M/m/s/c/ that the Change of Operations be approved as clarified by the Company on the record, with the following provisos:

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Walkup's Merchants Express (Continued)
11-9-4846

- (1) The objection of Local 85 as to the jurisdiction of the committee has been duly considered and expressly over-ruled.
- (2) The jobs which will remain in Oakland and the jobs which will be available in San Francisco (approximately 55) as a result of the transfer of work from the Oakland terminal to the San Francisco terminal shall be first offered for bid on a seniority basis to the local employees who are presently regularly employed at the Oakland terminal.

After such bids, any remaining jobs at San Francisco shall be filled first by calling back employees on the San Francisco local seniority list who are presently on layoff. After this procedure has been followed, if there are any unfilled jobs remaining, they shall be offered to laid-off Oakland local employees.

All Oakland local employees who successfully bid jobs in San Francisco shall be dovetailed on the San Francisco local seniority list on the basis of their full company local seniority.

Any employees remaining on layoff status at either terminal after the completion of such bidding shall have their seniority protected at their respective terminals under the applicable provisions of the labor agreements.

- (3) The line drivers at Oakland whose work is being transferred to San Francisco shall be merged and dovetailed on the San Francisco line seniority list on the basis of their respective full company line seniority dates.

Drivers who are presently on established runs out of Oakland which are being transferred to San Francisco shall have the opportunity to continue to hold such runs until the next annual bid date, and their dovetailed seniority shall not be exercised for work selection until that time, except that the reversed Fresno to San Francisco run shall be offered for bid to the merged list, and if not claimed, it shall be filled as provided below.

- (4) (a) The line drivers at Santa Rosa, Sacramento, Stockton, San Jose and Salinas who will be affected by the work that is being transferred to San Francisco shall be placed on a common roster on the basis of their respective terminal company line seniority dates, and five of these drivers shall be offered the opportunity of moving to San Francisco. Those electing to so move shall be placed on the merged San Francisco seniority list referred to in Paragraph 3 above on the basis of their full company line seniority dates but shall not use their positions on that list for work selection purposes until the next annual bid date.
- (b) If the reversed Fresno to San Francisco run is not claimed by drivers from the merged San Francisco seniority list as provided in Paragraph 3 above, it shall be offered to the drivers on the common list referred to in Sub-Paragraph (a) above.
- (c) Any driver who does not relocate under Sub-Paragraph (a) or (b) above shall be placed on layoff status at his current terminal under the provisions of the applicable labor agreement.
- (5) The two Oakland drivers holding the Napa and Fairfield-Travis runs shall be offered work opportunities at the Santa Rosa and Sacramento terminals respectively if work is there available. However, they shall be placed at the bottom of the local seniority rosters for both layoff and work selection purposes, retaining company seniority only for determining length of vacation.

Should either or both of the drivers elect not to move as described above, they shall be placed on layoff status at Oakland under the provisions of the applicable labor agreement, and the company shall offer them work opportunities elsewhere in its system ahead of new hires, either line or local. One offer per employee shall satisfy the company's obligation in this respect.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Walkup's Merchants Express
 11-9-4847

Change of Operations Locals involved: 137, Marysville, California
 150, Sacramento, California

Cancel present line schedule between Redding and Sacramento.

DISPOSITION: Postponed.

Case # Wells Cargo, Inc.
 11-9-4848

Change of Operations Locals involved: 468, Oakland, California
 533, Sparks, Nevada

We request a Change of Operation between our Oakland, Calif. and Reno, Nevada terminals .

We want to operate schedules from our Oakland terminal to Reno and return on a turnaround basis freight being available. These schedules from Oakland would run opposite our schedules from Reno to Oakland on turnaround.

DISPOSITION: Withdrawn.

Case # Pacific Motor Trucking Company
 11-9-4932

Change of Operations Locals involved: 57, Eugene, Oregon
 81, Portland, Oregon
 324, Salem, Oregon
 689, Coos Bay, Oregon

The elimination of the Coos Bay-Eugene turnaround division run which presently operates five days per week, the driver to revert to the Coos Bay common seniority board.

The recognition of a Portland to Medford via Coos Bay division to operate in the same route in reverse or on the direct route between Portland and Medford on either leg of the trip when expedient to do so.

The recognition of the Company's right to make double turns as a part of its long line operation between Portland and Albany, and Albany and Portland, between Eugene and Salem and Salem and Eugene, between Eugene and Roseburg and Roseburg and Eugene, to be coordinated with the already approved double turns between Portland and Eugene, in such a manner that when expedient to do so, drivers may be dispatched on a Portland-Eugene and then a Portland-Albany or the same combinations in reverse, etc.

DECISION: (Change of Operations Committee-Transcript Pgs.378-391/ -11/6/69)
 M/m/s/c/ that the company's proposals be approved; provided, however, that this committee does not answer the question of the proper method of pay for the double turns, and if the parties are unable to agree they should pursue the matter through the grievance procedure.
 This decision is without prejudice for either the company or the Union to urge their respective positions as to the applicability or non-applicability of the Oregon six-hour, eight-hour rider.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Sites Silver Wheel Freightlines
11-9-4933

Change of Operations Locals involved: 81, Portland, Oregon
57, Eugene, Oregon
883, Hood River, Oregon

In addition to the Company's already established The Dalles to Albany Division, the Company desires recognition of a Hood River-Albany Division and a Albany-Hood River Division.

The Company also requests clarification of its rights to dispatch via the intermediate point of Kennewick on a schedule presently operating between Portland and Ontario and Portland and other intermediate points between Portland and Ontario.

DECISION: (Change of Operations Committee-Transcript Pgs.393-402/-11/6/69)
M/m/s/c/ that the first portion of the Company's request be approved as clarified on the record. As to the second portion of the request involving the Portland-Ontario operation, this committee will retain jurisdiction and the parties are directed to research their records and provide the committee with a copy of the transcript of the previous Change of Operations at the February hearing.

Case # System '99'
11-9-4934

Change of Operations Locals involved: 137, Marysville, California
468, Oakland, California

In the beginning of 1962 the Company started to break traffic at Oakland and load direct for Redding for the first time. The #1 run which originated at Redding going to Oakland and return on a turnaround basis, was driver by a Local 137 man, E. L. Taylor. If this driver was put back into Local 137 where he originally was, with full company seniority as well as bidding seniority, etc., he would be entitled to pull extra runs North, East and West.

DECISION: (Change of Operations Committee-Transcript Pgs.361-363/- 11/6/69)
M/m/s/c/ the operational change requested in Case No. 11-9-4934 be approved as stated on the record by the Company.

Case # Trans-Western Express
11-9-4935

Change of Operations Locals involved: 81, Portland, Oregon
137, Marysville, California
911, Klamath Falls, Oregon

The Company proposes to discontinue the regular utilization of its previous Madras to Lakeview Division and to hereafter utilize that division only when expedient to do so.
The Company proposes to expand its present utilization of its Portland to Lakeview and its Lakeview to Portland operation in lieu of the Portland-Madras and Madras-Lakeview turn.
In order to utilize newly acquired operational authority, the Company proposes recognition of a Portland-Redding and a Redding-Portland Division and a Portland-Alturas and a Alturas-Portland Division and a Redding-Klamath Falls turn and a Klamath Falls-Redding turn.
These new divisions to be utilized when expedient to do so.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Trans-Western Express (Continued from Page #27)
11-9-4935

DECISION: (Change of Operations Committee-Transcript Pgs.208-230/ -11/5/69)
M/m/s/c/ that the operational change be approved as clarified on the record and that the displaced Madras driver be offered employment on the Portland board under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement.

Case # Walkup's Merchants Express
11-9-4985

Change of Operations Local involved: 224, Los Angeles, California
The Company desires to eliminate the Monday through Friday Los Angeles to Arroyo Grande turnaround with a drop at Montalvo.

DECISION: (Change of Operations Committee-Transcript Pgs.193-206/-11/5/69)
M/m/s/c/ that this request for the Change of Operations be denied without prejudice.

Case # Wescartage Company, Inc.
11-9-4986

Change of Operations Locals involved: 208, Los Angeles, California
235, Orange, California
357, Los Angeles, California

Wescartage proposes to build a new terminal in Atwood, California which is located within the city limits of Anaheim, California. The company will operate its own men and equipment out of the Atwood terminal, along with other carriers, as determined by the shipper.

DECISION: (Change of Operations Committee-Transcript Pgs.338-360/- 11/6/69)
M/m/s/c/ that the Company's proposal be approved as clarified on the record with the following provisos:
(1) Employment opportunities for platform men at the new terminal at Atwood shall be handled as agreed by the parties on the record.
(2) With respect to drivers presently on the seniority roster and employed by Wescartage Company, Inc. at the Sheila Street terminal, the provisions of Article 5, Section 5 (a) (1) of the National Master Freight Agreement shall apply.

Case # Western Gillette, Inc.
11-9-5003

Change of Operations Local involved: 310, Tucson, Arizona
Western Gillette requests to redomicile one driver from Nogales, Arizona to Tucson, Arizona.

DECISION: (Change of Operations Committee-Transcript Pgs.375-377/- 11/6/69)
M/m/s/c/ based upon the statement of the parties, the change as read into the record is approved.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 310, Tucson, Arizona, and
5-9-4639 Western Gillette, Inc.

P & D Money claim on behalf of Humberto Picos - March 11, 1969.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
8-9-4679 The Ringsby System

P & D Stanley Lee, practices deemed dangerous and submit this report
Dispute for the board dealing with unloading freight in the yard away
from the dock in all weather and at all time of the day and night.

DISPOSITION: Settled and Withdrawn.

Case # Local 386, Modesto, California, and
8-9-4819 Illinois - California Express

P & D Union claims on March 18/69 the Company removed Dalgren as
Dispute a working foreman. Union cited JWC and Joint Area Committee
decisions. Man still performing working foreman's duties. Union
claims this should be a red circle rate.

DECISION: (Committee for Local Operations - Transcript Pgs.182-187/ - 11/6/69)
M/m/s/c/ that the case be referred back to the parties with instructions that they
complete a time study of the hours worked by the employees in question and report
back to this committee at our next session.

Case # Local 17, Denver, Colorado, and
11-9-4849 Navajo Freight Lines, Inc.

P & D Local 17 is asking for an additional bid at Navajo.
Dispute

DECISION: (Committee for Local Operations - Transcript Pgs.23-32/ - 11/3/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 17, Denver, Colorado, and
11-9-4850 The Ringsby System

P & D Case #105: Michael Conway-seniority violation 9/9/69 - filing
Dispute for \$23.52.
Case #106; Michael Conway-seniority was violated 9/8/69 - filing
for \$10.00

DECISION: (Committee for Local Operations-Transcript Pgs.16-22/ - 11/3/69)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
11-9-4851 Ringsby System

P & D Case #114: Grover M. Lacer: On July 17/69, casuals were worked.
Dispute I was not called - they were used to deprive me of my overtime
\$63.52.
Cases #119 - 120 - 121 - 123 - 124 - 125 - and 126: These cases
were similar grievances.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-9-4852 The Ringsby System

P & D Melvin Tuttle was examined by company doctor on order of the
Dispute Terminal Manager. Bill for \$25.00.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-9-4853 T.I.M.E. - DC., Inc.

P & D Local 17 is filing on behalf of nine men on the swing shift and 14
Dispute men on graveyard shift. On June 9/69, the Company moved 80%
men (bid) off the jobs. At one-one half regular rate.

DECISION: (Committee for Local Operations - Transcript Pgs.119-132/-11/6/69)
M/m/s/c/ that based on the fact that the Company was attempting to abide by the
previous decision of this committee the claim of the Union is denied. If in the future
the Company finds a necessity to reduce the number of bids on any shift, they shall
abide by the decision in JWC Case #7-412 and subsequent cases concerning this issue
heard at this level.

Case # Local 17, Denver, Colorado, and
11-9-4854 United-Buckingham Freight Lines

P & D Local 17 is protesting the Company's refusal to pay for physical
Dispute examinations for Leroy McLaughlin and Richard Gerber - they
were sent by the Company to the Company doctor.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4855 Garrett Freightlines

P & D Local 81 is in dispute with Garrett Freightlines over the rate of
Dispute pay for Wilbur C. Parks.

DECISION: (Committee for Local Operations - Transcript Pgs.112-118/ - 11/5/69)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
11-9-4856 United-Buckingham Freightlines

P & D Local 81 is in dispute with United-Buckingham over the Company
Dispute allowing Eugene Snyder to deliver a load of hay to his own home in
Vancouver, Washington with Company equipment. The Union feels
this delivery should have been made by the senior employee at the
overtime rate.

DECISION: (Committee for Local Operations-Transcript Pgs.107-111/- 11/5/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 190, Billings, Montana, and
11-9-4857 Garrett Freightlines

P & D Local 190 requests Bern Purcell be reimbursed for gloves purchased
Dispute for handling barbed wire.

DISPOSITION: Withdrawn.

Case # Local 208, Los Angeles, California, and
11-9-4858 Griley Security Freight Lines

P & D Case #SC-9-(7)-9-4031: On the date of June 2/69, Harold Yaeger
Dispute was required and instructed to take an I.C.C. physical examination,
instructions which were promptly complied with by Yaeger. He
was not properly compensated for such time consumed, as set
forth in the agreement and cited herein. In view of the foregoing
the Union claims compensation for such time consumed in accordance
with the Freight Agreement, as cited.

Case #SC-9-(7)-9-4032: Ted Wingfield.
Case #SC-9-(7)-9-4033: Gerald Tatge.
Case #SC-9-(7)-9-4034: Henry S. Paine.

DECISION: (Committee for Local Operations - Transcript Pgs.34-41/ - 11/4/69)
M/m/s/c/ that the claimants in Cases #11-9-4858 be paid one hour each at the straight-
time rate of pay for time spent at the doctor's office.

Case # Local 208, Los Angeles, California, and
11-9-4859 Illinois - California Express

P & D The Company is in violation of Article 41, Section 2 (a);Article 48,
Dispute Section 10, and Article 43, Section 5, by cancelling out five regular
bid runs with no facts to the Union. We are asking the Company to
put these runs back and compensate the drivers for all monies lost
while not working at their regular bid positions.

DECISION: (Committee for Local Operations - Transcript Pgs.146-157/ - 11/6/69)
M/m/s/c/ that the money claim be denied but the Company and the Union be directed
to meet and determine if additional bids should be made based upon freight volume.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4860 Illinois - California Express

P & D This member claims entitlement to monies he would have earned
Dispute had he been correctly worked on date of April 11/69 when Company
elected to advise him there was no work for him after he notified
dispatcher he would be 15-20 minutes late for work.

DECISION: (Committee for Local Operations - Transcript Pgs.159-164/ - 11/6/69)
M/m/s/c/ that due to the fact that the man failed to comply with the Company rule,
the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
11-9-4861 Illinois - California Express

P & D Wesley Holt is a regular employee with an established 9:30 A.M.
Dispute starting time, and on the date of April 15, 1969 Holt, after properly
notifying the employer that he would be late in reporting, was
improperly suspended and denied employment on this date.

DECISION: (Committee for Local Operations - Transcript Pgs.165-169/ - 11/6/69)
M/m/s/c/ that due to the fact the man did not comply with the Company rule, the
claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
11-9-4862 Illinois - California Express

P & D For and on behalf of Jones, the Union claims three hours compensa-
Dispute tion at the applicable premium rate for all times involved in this
violation. The Union also requests that Jones be reassigned to his
original and duly bidden position.

Further, the Union submits this grievance as a like and similar
claim on behalf of Edward J. Schreiber, this employee being
similarly situated and involved.

DISPOSITION: Withdrawn.

Case # Local 208, Los Angeles, California, and
11-9-4863 Illinois - California Express

P & D Case #SC-9-(8)-9-4130: Gabriel Ruiz has an established 8:30 A.M.
Dispute starting time and on the date of June 9, 1969, Ruiz was brought in
at 7:30 A.M. for the purpose of taking a qualifying driving test, and
he was not compensated for this early call-in, in accordance with
the application of the Freight Agreement as set forth herein. In view
of the foregoing, for and on behalf of Ruiz, the Union claims one
hour compensation at the applicable rate for the above-referred to date.

Case #SC-9-(8)-9-4131: - Joseph Cook.
Case #SC-9-(8)-9-4132: - Wesley F. Holt.
Case #SC-9-(8)-9-4133: - Richard A. Martin.
Case #SC-9-(8)-9-4134: - James McGlynn.
Case #SC-9-(8)-9-4129: - Tom L. Blackett.

DECISION: (Committee for Local Operations-Transcript Pgs.170-181/ -11/6/69)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4864 Illinois - California Express

P & D I am a regular employee of I.C.X. and my bid starting time is
Dispute 8:30 A.M. On June 4, 1969, at about 5:15 P.M., I did report a
breakdown to my dispatcher. It was decided that they would send
another driver to relieve me, which they did, and he arrived about
5:45 P.M. I say this is wrong and I should have stayed with the
unit I was charged with. Therefore, I am claiming all the time
that the Union man, Mike Gordan, got on my breakdown under
Article 48, Section 10 and Article 41, Section 2 (a) of the PUD
Supplemental Agreement.

DISPOSITION: Postponed .

Case # Local 208, Los Angeles, California, and
11-9-4865 Pacific Motor Trucking

P & D C. R. Wallace claims all monies due to him for May 30, 1969,
Dispute whereas the Company arbitrarily refused to let him work.

DECISION: (Committee for Local Operations - Transcript Pgs.188-198/ 11/6/69)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 208, Los Angeles, California, and
11-9-4866 Pacific Motor Trucking

P & D L. J. Perricone claims all monies due to him for May 31, 1969,
Dispute whereas the Company arbitrarily refused to let him work.

DECISION: (Committee for Local Operations - Transcript Pgs.200-203/ - 11/6/69)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 208, Los Angeles, California, and
11-9-4867 System '99'

P & D Case #SC-9-(5)-9-3554: - Steven D. Barr claims all monies he
Dispute would have earned on March 19 and 20, 1969, when he was relieved
from duty and 4 hour casuals continued working.
Case #SC-9-(5)-9-3557: - James Harper
Case #SC-9-(5)-9-3558: - Donald G. Evans
Case #SC-9-(5)-9-3563: - Lonnie Mabbitt
Case #SC-9-(6)-9-3820: - James A. Harper

DECISION: (Committee for Local Operations - Transcript Pgs.137-145/ - 11/6/69)
M/m/s/c/ that based on the understanding of this committee of the 60-40 Rider and
the particular facts in the case the claim of the Union is denied.

Case # Local 208, Los Angeles, California, and
11-9-4869 Transcon Lines

P & D This member was off due to a suspended license. Company now has
Dispute junior men working ahead of him, and they refuse to work him in his
rightful place of seniority. Claim is for any monies due him because
of this seniority violation.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4870 Union Pacific Motor Freight Company

P & D J. Ortiz, Mr. and Clyde Whittington claim the Company did not
Dispute work them on their bid shift on May 30, 1969, therefore, they are
claiming eight hours at time and one-half.

DECISION: (Committee for Local Operations-Transcript Pgs.80-88/ - 11/4/69)
M/m/s/c/ that based on the six day bid, the claim of the Union be allowed.

Case # Local 208, Los Angeles, California, and
11-9-4871 Walkup's Merchants Express

P & D This member claims entitlement to 2 hours pay for date of April
Dispute 30, 1969, when Company requested he go to the doctor, Company
having made the appointment and refusing to pay him for said time
spent at the doctor's.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
11-9-4872 Pacific Motor Trucking (TOFC)

P & D For and on behalf of Louis Vasquez. On July 6, 1969, P.M.T.
Dispute called A.C. Ramirez to come to work, which he did. Ramirez had
worked Saturday, July 5, 1969, therefore making it two consecutive
days of premium pay.

"The Company did not call me for work on Sunday, July 6, 1969. I
had signed for weekend work, therefore, by the agreement we have
for weekend work, I am requesting 9 hours over-time in the amount
of \$44.00.

DISPOSITION: Settled and Withdrawn.

Case # Local 396, Los Angeles, California, and
11-9-4873 Atlantic Transfer

P & D Local 396, on behalf of Frank E. Spinella is asking for 10 1/2 hours
Dispute premium time , worked by a junior man.

DECISION: (Committee for Local Operations - Transcript Pgs.47-53/ - 11/4/69)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 690, Spokane, Washington, and
11-9-4874 Consolidated Freightways

P & D Violation of seniority for premium day's work for city employees.
Dispute Local 690 is requesting 8 hours pay at the time and one-half rate
for employee Guy E. Inman. Company worked safety man, John
DeLozier, and sleeper team Shanks and Hallwell on Saturday,
July 19, 1969, hostling and unloading freight off of units, and re-
assembling units at Spokane terminal.

DECISION: (Committee for Local Operations - Transcript Pgs.226-230/11/7/69)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 81, Portland, Oregon, and
11-9-4936 Pacific Motor Trucking

P & D The Union contends that by using leased equipment the Company is
Dispute depriving employees working under the freight contract overtime
they would otherwise receive.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4937 Pacific Motor Trucking

P & D The Union contends it has been a past practice at P.M.T. to bid all
Dispute their regular barns. It is the Union's position that the Company
has been working as many as five people at Owens-Illinois Glass,
therefore, the Union is requesting the Company to bid two positions
at this particular barn.

DECISION: (Committee for Local Operations - Transcript Pgs.133-136/ - 11/6/69)
M/m/s/c/ that the position of the Union be upheld.

Case # Local 150, Sacramento, California, and
11-9-4938 I. M. L. Freight

Office Union claims any work done in the office by bargaining unit employees
Dispute is not to be done by Supervisors even though the office has a new
machine. It is all bargaining unit work.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
11-9-4939 Griley Security

P & D Earl Rice and twenty John Does were ordered to do 'short line'
Dispute work and they are requesting the applicable compensation rate of
pay from August 4, 1969.

DECISION: (Committee for Local Operations - Transcript Pgs.42-46/ - 11/4/69)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4940 Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August 2nd,
Dispute and Saturday, August 9, 1969, the Company used junior men. Don
Palmer and Derick Garner without asking Bob Carney. This claim
is for 22 1/2 hours at the overtime rate.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
11-9-4941 Navajo Freight Lines

P & D The Company used a gypo on April 1, 1969 to pick up at Whitman
Dispute Products, a regular pick-up for Local 208. The position of Local
208 is that the committee instruct the Company to comply and that
the member entitled to monies for date of violation be paid same.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
11-9-4942 Pacific Motor Trucking

P & D Article 48, Section 6, Paragraph 4, Pick-Up and Delivery Supplement.
Dispute R. San Soucie and A. Soto ask that the Company comply with the
above Articles from July 9, 1969 forward.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
11-9-4943 Pacific Motor Trucking

P & D Delbert D. Creese claims all monies due him when the Company
Dispute used junior man in his stead on the weekend of August 9 and 10, 1969.

DECISION: (Committee for Local Operations - Transcript Pgs.205-215/ - 11/6/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
11-9-4944 Pacific Motor Trucking

P & D T. Tobin claims all monies owed him because a junior man
Dispute (A. Garcia) worked in his stead on August 15, 1969.

DECISION: (Committee for Local Operations - Transcript Pgs.216-220/ 11/7/69)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4945 Pacific Motor Trucking

P & D Case #SC-10-9-4691: - Local 208 on behalf of Ernest Rubi claims
Dispute entitlement to one hour premium pay for September 15, 1969, when
Company elected to award R. Ferra (TOFC) ramp work at 8:00 A.M.

Case #SC-10-9-4692: - Local 208 on behalf of Jose Sanchez claims
his classification entitles him to earlier start awarded R. SanSoucie
September 15, 1969. Claim is for one hour premium pay.

DECISION: (Committee for Local Operations - Transcript Pgs. 221-224/-11/7/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
11-9-4946 Transcon Lines

P & D Case #SC-10-9-4744: - For and on behalf of Ed Pollard. On
Dispute August 26, 1969, the Company worked a casual (Grant) five hours
overtime and sent me home depriving me of this overtime as a
regular employee. I am requesting this five hours in the amount
of \$31.55.

Cases #SC-10-9-4751, 4752, 4753, and 4754 are similar cases.

DECISION: (Committee for Local Operations-Transcript Pgs. 98-105/-11/5/69)
M/m/s/c/ that based on the facts presented the money claims be allowed and the
Company is instructed to bid two additional combination checker-loader-swamper
positions.

Case # Local 690, Spokane, Washington, and
11-9-4947 Consolidated Freightways

P & D Violation of seniority for premium day's work for City employee.
Dispute Requesting eight hours pay at the time and one-half rate for
employee Slim Wedeven. The Company had sleeper teams at the
dock in the Spokane terminal unloading freight and doing City work
on Saturday, August 16, 1969.

DECISION: (Committee for Local Operations-Transcript Pgs. 231-233/-11/7/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 692, Long Beach, California, and
11-9-4948 M & M Transfer Company

P & D Local 692 takes the position that M & M Transfer has illegally laid
Dispute off our member, Robert H. Barker, forklift operator on Aug. 3/69.
We claim this is a violation of the contract and a flagrant violation
of his seniority. We ask that he be returned to work with full seniority,
compensated for all days when people not on the forklift seniority list
operated forklifts, and that he be compensated for all fringe benefits.

DECISION: (Committee for Local Operations-Transcript Pgs. 2-15/-11/3/69)
M/m/s/c/ that the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 692, Long Beach, California, and
11-9-4949 Owl Truck

Office Local 692 takes the position that our member, Elizabeth Monica
Dispute White be given an opportunity to qualify on a job titled Stand-By
Relief Clerk - Stand-By Switchboard Operator. Mrs. White has
more seniority than Miss Fern Evans who was awarded this job
by bid. We ask the committee to instruct Owl Truck to give Mrs.
White an opportunity to qualify, compensate her for any time lost
plus any fringe benefits.

DECISION: (Committee for Local Operations-Transcript Pgs.89-97/-11/5/69)
M/m/s/c/ that in Case #11-9-4949 the claim of the Union be denied.

Case # Local 741, Seattle, Washington, and
11-9-4950 Consolidated Freightways

P & D Local 741 requests that John Pisac be put on the payroll of Con-
Dispute solidated Freightways as a regular dock worker.

DECISION: (Committee for Local Operations-Transcript Pgs.234-242/ - 11/7/69)
M/m/s/c/ that Mr. John Pisac be placed on the seniority list at Consolidated Freight-
ways as of the first day he worked in the month of May, 1969, and any ensuing money
claims during this period be denied.

Case # Local 386, Modesto, California, and
11-9-4987 Illinois - California Express

P & D Union requests 16 hours pay for John Norquist when on September
Dispute 22nd and 24th the Company used a Dock Foreman to do Pick-Up
and Delivery work.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
11-9-4988 Walkup's Merchants Express

P & D Money claim in behalf of Louis Cisneros on September 22, 1969.
Dispute

DECISION: (Committee Local Operations - Transcript Pgs.55-59/ - 11/4/69)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
11-9-4989 Walkup's Merchants Express

P & D Money claim in behalf of F. Lopez for work performed on
Dispute September 19, 1969.

DECISION: (Committee Local Operations - Transcript Pgs. 60-67/ - 11/4/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
11-9-4990 Walkup's Merchants Express

P & D Money claim in behalf of Fortino Lopez for work performed on
Dispute September 9, 1969. Claim is for 2 1/2 hours overtime in the
amount of \$14.14.

DECISION: (Committee Local Operations - Transcript Pgs. 68-70/ - 11/4/69)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
11-9-4991 Walkup's Merchants Express

P & D Money claim of T. F. Bauman for work performed on September
Dispute 13, 1969 for 8 hours in the amount of \$33.12.

DECISION: (Committee Local Operations - Transcript Pgs. 71-75/ - 11/4/69)
M/m/s/c/ that based on the particular facts presented in this case, the man be paid
eight hours at his straight-time rate of pay.

Case # Local 357, Los Angeles, California, and
11-9-4992 Walkup's Merchants Express

P & D Money claim in behalf of Louis Cisneros for work performed on
Dispute September 12, 1969.

DECISION: (Committee Local Operations - Transcript Pgs. 76-78/ - 11/4/69)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

*

*

*

*

*

Case # 11-9-4875	L-787	<u>DONALD GARDNER</u> , member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of 90 days, effective August 11, 1969, for the purpose of accepting position of Dock Foreman.
	L-788	<u>RICHARD D. ADAMS</u> , member of Local 208, Los Angeles, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective August 4, 1969, for the purpose of accepting position of driver supervisor.
	L-789	<u>STEVE R. McCAIN</u> , member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective August 11, 1969, for the purpose of assuming the position of Dispatcher.
	L-790	<u>HARRIS WINTER</u> , member of Local 357, Los Angeles, California. Employee of Illinois-California Express. Request is for a period of 30 days, effective August 10, 1969, for the purpose of going into dispatch department for I. C. X.
	L-791	<u>KENNETH C. HEYLEK</u> , member of Local 208, Los Angeles, California. Employee of Real Transportation Company. Request is for a period of 90 days, effective August 1, 1969, for the purpose of assuming the position of Dispatcher.
	L-792	<u>RONALD D. CARSON</u> , member of Local 357, Los Angeles, California. Employee of Panda Term., Inc. Request is for a period of 90 days, effective August 18, 1969, for the purpose of taking a position in management as Dock Foreman.
	L-793	<u>JAMES HILBERT</u> , member of Local 551, Lewiston, Idaho. Employee of Garrett Freightlines. Request is for a period of 90 days, effective September 15, 1969, for the purpose of assuming the position of Business Agent for Teamsters Local 551.
	L-794	<u>HELMER STENBAK</u> , member of Local 190, Billings, Montana. Employee of Northern Pacific Transport. Request is for a period of 90 days, effective September 2, 1969, for the purpose of promotion.
	L-795	<u>FRANK M. KING</u> , member of Local 467, San Bernardino, California. Employee of ONC Motor Freight System. Request is for a period of 90 days, effective September 8, 1969, for the purpose of trying Dispatching.
	L-796	<u>DANIEL M. HOLGUIN</u> , member of Local 357, Los Angeles, California. Employee of Westransco Freight Company. Request is for a period of 90 days, effective September 2, 1969, for the purpose of a trial period as a Supervisor.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case #
11-9-4875

- L-797 ROBERT E. CRANE, member of Local 542, San Diego, California. Employee of Delta Lines, Inc. Request is for a period of 60 days, effective September 1, 1969, for the purpose of evaluation of Supervisor jobs with Delta Lines, Inc.
-
-
- L-798 RICHARD A MARCUS, member of Local 208, Los Angeles, California. Employee of ONC Motor Freight System. Request is for a period of 30 days, effective September 15, 1969, for the purpose of a trial period as Dispatcher.
-
-
- L-799 WILLIAM SETTLES, member of Local 224, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of 90 days, effective June 6, 1969, for the purpose of accepting the promotion to Dock Foreman.
-
-
- L-800 DONALD H. WHITE, member of Local 224, Los Angeles, California. Employee of Hadley Auto Transport. Request is for a period of 90 days, effective August 21, 1969, for the purpose of accepting a temporary position as driver Supervisor.
-
-
- L-801 SHERMAN RUSSELL, member of Local 208, Los Angeles, California. Employee of Westransco. Request is for a period of 90 days, effective September 22, 1969, for the purpose of accepting the position of Supervisor.
-
-
- L-802 STEVE ENGLEBRECHT, member of Local 208, Los Angeles, California. Employee of Republic Machiner Moving. Request is for a period of 90 days, effective September 15, 1969, for the purpose of accepting the position of Dispatcher.
-
-
- L-803 PAUL E. ADKINS, member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines, Inc. Request is for a period of 30 days, effective September 23, 1969, for the purpose of accepting a salaried position with Milne Truck Lines, Inc.
-
-
- L-804 WILLARD ROGERS, member of Local 85, San Francisco, California. Employee of ONC Motor Freight System. Request is for a period of 90 days, effective October 2, 1969, for the purpose of continuing to work for the Company performing duties which do not fall under the classification of work covered by the contract.
-
-
- L-805 ROBERT PAUL HAMEL, member of Local 208, Los Angeles, California. Employee of T.I.M.E. -DC, Inc. Request is for a period of 90 days, effective July 10, 1969, for the purpose of accepting salaried Supervisory job as heavy duty Dispatcher.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case #
11-9-4875

L-806

JOHN E. HOGG, member of Local 87, Bakersfield, California. Employee of Asbury Transportation Co. Request is for a period of 90 days, effective August 7, 1969, for the purpose of dispatching at Bakersfield for the company.

L-807

MORRIS H. GUSTIN, member of Local 468, Oakland, California. Employee of Delta Lines. Request is for a period of 90 days, effective September 1, 1969, for the purpose of accepting Supervisory capacity with company.

L-808

GEORGE ROSE, member of Local 104, Phoenix, Arizona. Employee of Thunderbird Freight Lines. Request is for a period of 90 days, effective October 1, 1969, for the purpose of accepting Supervisory job with company.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

- Case # 11-9-4875
- L-809 DREXEL O. BERRY, member of Local 357, Los Angeles, California. Employee of T.I.M.E. -DC, Inc. Request is for a period of 90 days, effective October 1, 1969, for the purpose of accepting a salaried Supervisory job.
- L-810 ALLEN HILDEBRANDT, member of Local 357, Los Angeles, California. Employee of Transcon Lines. Request is for a period of 90 days, effective October 13, 1969, for the purpose of accepting a position as Dispatcher.
- L-811 ROBERT C. WILKIN, member of Local 357, Los Angeles, California. Employee of California Motor Express, Inc. Request is for a period of 90 days, effective October 13, 1969, for the purpose of assuming duties as Assistant Office Manager, duties not covered under Office Employees Supplemental Agreement for Western States Area.
- L-812 WILLIAM G. IRESON, member of Local 87, Bakersfield, California. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective October 6, 1969, for the purpose of accepting a job as Dispatcher.
- L-813 RICHARD A. SODIA, member of Local 357, Los Angeles, California. Employee of Hopper Truck Lines. Request is for a period of 60 days, effective October 20, 1969, for the purpose of trying out for Dock Foreman's position at the Bell Branch (O.N.C. -4700 Eastern Ave., Bell)
- L-814 IKE CRUTCHFIELD, member of Local 357, Los Angeles, California. Employee of Smith Transportation Company. Request is for a period of 90 days, effective October 16, 1969, for the purpose of trying out for Dock Foreman.

DECISIONS: (Committee Local Operations - Transcript Pgs.244-271/ - 11/7/69)

The above Leaves of Absence were all APPROVED at the November, 1969 JWAC Meeting.

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 11-7-3422 Local 468, Oakland, California, and Pacific Motor Trucking

O-T-R Dispute Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

DISPOSITION: Settled and Withdrawn.

Case # 2-8-3562 Local 70, Oakland, California, and Ringsby Truck Lines

Joint Council #7 Dispute The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

DISPOSITION: Postponed

Case # 2-8-3580 Local 85, San Francisco, California, and Delta Lines, Inc.

Joint Council #7 Dispute Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

DISPOSITION: Postponed.

Case # 2-8-3618 Local 468, Oakland, California, and O. N. C. Fast Freight

O-T-R Dispute Union claiming 8 hours runaround December 18, 1967, in the name of Joseph Moniz.

DISPOSITION: Settled and Withdrawn.

Case # 11-8-4230 Local 70, Oakland, California, and Paxton Truck Lines

Joint Council #7 Dispute The Company had purchased a new low-bed with tiller.

It was the position of the Union that it was a new type of equipment and there was no wage rate negotiated for it.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington, and (Also: Local 81)
2-9-4333 O. N. C. Motor Freight System

O-T-R Revision of O. N. C. Motor Freight System's dispatch rules.
Dispute (Filed under O-T-R Supplement - Articles 41, Section 2 (a)
43; 53; Section 3 (e); and 53, Section 5)

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
2-9-4370 System 99

Joint Union feels that Emmett Blount should be established at the doubles
Council #7 rate of pay as he drives four or five days per week and has been
Dispute doing this for a period of one year or more.

DISPOSITION: Postponed.

Case # Encinal Terminal Container Division, and
2-9-4374 Local 85, San Francisco, California

Joint It was the position of the Union that the Company cannot pick and
Council #7 drip with Local 70 men within Local 85's jurisdiction.
Dispute

It was the position of the Company that they can by the contract
article and Agreements made by the Union with other carriers.

DISPOSITION: Postponed.

Case # Local 287, San Jose, California, and
2-9-4376 Pacific Motor Trucking

Joint Union claims consignee cannot put loaded pallets on their rollers
Council #7 for one driver to push into van and hand stack same.
Dispute

It was the position of the Union that this was a violation of Article
45 of the Supplemental Agreement.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Locals 208, Los Angeles, California; Local 357, Los Angeles,
5-9-4520 California; Local 692, Long Beach, California, and
Dependable Trucking Company

MASTER CASE #3095: Bill Messenger and all Freight Transport employees
Dispute protest Dependable Trucking putting all Freight Transport employees
at bottom of seniority list, and claim they should be dovetailed under
above articles.

CASE #3096: Bill Messenger and all Freight Transport employees
claim that Freight Transport, by selling trucks and equipment
and assigning certain accounts to Dependable Trucking, has deprived
them of work opportunities.

DECISION: (Main Committee - Transcript Pgs. 129-135/ - 11/4/69)
M/m/s/c/ As of September 9, 1968, the former employees of Freight Transport will
be placed on the seniority list of Dependable at the bottom of the list. All new em-
ployees hired by Dependable on or After September 9, 1968, will go below these men.
The foregoing decision shall be applicable to Freight Transport employees who are on
the payroll of Dependable as of this date. The Transport seniority date to be used for
fringe benefits and the Dependable Trucking date to be used for bidding purposes.

Case # Local 224, Los Angeles, California -Also: Local 104, Phoenix, Ariz.
5-9-4531 and Milne Truck Lines

O-T-R Herschel H. Wright and Eddie Barragan claim mis-dispatch on
Dispute 3/9/69 when extra board men were dispatched to Desert Center
in their stead.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
5-9-4598 Los Angeles - Seattle Motor Express

Joint Classification. The grievant is classified as a platform man.

Council #7
Dispute It was the position of the Union that he drives and receives the
10,500 lb. and over rate of pay more than 50% of the time and
should be paid this rate of pay throughout the year as a permanent
classification.

DISPOSTION: Postponed.

Case # Local 81, Portland, Oregon, and
8-9-4696 Consolidated Freightways

O-T-R Local 81 is in dispute with Consolidated Freightways over the
Dispute Company's violation of the Inter-Conference Sleeper Cab Agreement
when it dispatched a Kansas City team from Seattle to Salem to pick
up a Salt Lake City load. This created a runaround claim for a
Portland-based sleeper team.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
8-9-4704 T. I. M. E. - DC, Inc.

O-T-R Local 81 is in dispute with T. I. M. E. -DC over one-quarter hour
Dispute fuel time for driver Galbreath and Stratton at Albany, Oregon.

DECISION: (Main Committee- Transcript Pgs. 227-232/ -11/5/69)
M/m/s/c/ the half hour check and fuel includes all time spent checking and fueling.
If the actual time spent exceeds a half hour, that time shall be paid.

Case # Encinal Terminals and
8-9-4705 Local 85, San Francisco, California

Interpre- Request for an interpretation of application of Article 5 - Section 3
tation (4) of the National Master Freight Agreement. "Operation of non-
parallel rights as pertains to seniority." (Airfreight)

Request for establishment of separate seniority lists for non
parallel operations.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
8-9-4712 United-Buckingham Norwalk

O-T-R CASE #M-927: Request pay for 430 miles Bozeman to Missoula and
Dispute return pulled by Spokane driver for driver Jansma on April 2, 1969.

CASE #M-930: Request pay for 430 miles from Bozemen to Missoula
and return pulled by Spokane driver for driver Kirkness on May 24,
1969.

CASE #M-931: Request pay for 430 miles Bozeman to Missoula and
return, pulled by Spokane driver for driver Kirkness on May 24, 1969.

DISPOSITION: Withdrawn.

Case # Local 104, Phoenix, Arizona - Local 224, Los Angeles, California,
8-9-4722 and Hopper Truck Lines

O-T-R Local No. 224 on behalf of David Ochoa, claims the difference in
Dispute monies between a trip from Los Angeles to Desert Center, and a
round trip from Los Angeles to Phoenix.

DECISION: (Main Committee - Transcript Pgs. 236-248/ -11/5/69)
M/m/s/c/ that the claim of 224 was properly paid and that 104 be paid a Desert
Center turn.

Case # Local 255, Portland, Oregon, and
8-9-4732 Consolidated Freightways

Automotive Local 255 is in dispute with Consolidated Freightways over a change
Dispute of hours for shift premium pay for the Parts Room Employees.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-9-4734 Walkup's Merchants Express

O-T-R Union claims Company did not protect bid run out of San Jose when
Dispute employee went on vacation. Asking runaround pay for extra board
man that stayed home.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
8-9-4739 West Coast Cartage

Warning Case #3939: Local 357 protests company rules dated May 28, 1969,
Notice requiring photograph to be taken for identification picture and cards.

Case # 3940: Richard Atencio (and 14 others) protest warning notice
issued for refusal to have picture taken for ID card - company rules
posted May 28, 1969.

DISPOSITION: Settled and Withdrawn.

Case # Local 431, Fresno, California, and
8-9-4741 Valley Motor Lines

MASTER Company in violation of Article 32, W. M. F. (subcontracting) and
Dispute claims pay for proper man on layoff any day 45 days prior.

DECISION: (Main Committee - Transcript Pgs. 62-72/ - 11/3/69)
M/m/s/c/ this case be referred back to the parties to review the records and bring
in some additional facts if the case can't be resolved between the parties, and this
committee retains jurisdiction.

Case # Local 468, Oakland, California, and
8-9-4747 Transcon Lines

O-T-R Union claims runaround, Chicago, as of April 9, 1969, in the name
Dispute of James M. George.

Union claims that tractor's heater was not adequate to handle the
heating of the cab and sleeper compartment on the cold weather
northern run. Union claims that driving a tractor which will not
supply adequate heat for driver's comfort an unsafe driving
condition.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 961, Denver, Colorado, and
8-9-4768 Illinois - California Express

O-T-R Leonard Adams states: " Regarding the agreement between I. C. X.
Dispute and the men on the So. End, and there would be occasional Los Angeles trucks come into Denver via Navajo Trail except in bad weather they could run via Taos. They are running 3-4 trucks every night taking freight and running the Raton or Taos route. I've been cancelled the following date and sent to Amarillo, January 24, 1969, February 1st, February 5th, April 4th, April 18th, 1969. These cancellations are not due to lack of freight. It is because of the Los Angeles drivers. Last night four Los Angeles trucks came in and I was cancelled out completely of my bid run.

DECISION: (Main Committee - Transcript Pgs. 53-61/ - 11/3/69)
M/m/s/c that the company protect the nine bid runs that they now have in Denver and that if they cannot protect the nine runs without using transcontinental freight, that the company come in for a change and transfer sufficient people to handle the flow of traffic, and no money claims involved.

Case # Local 961, Denver, Colorado, and
8-9-4770 The Ringsby System

O-T-R Kenneth Weng states: " I was called on the 19th for 11:30 P. M.
Dispute Cheyenne dispatch at 9:30. I was cancelled out. Cheyenne freight was pulled by Eastend drivers, approximately 17,000 lbs. They dropped 10 -125. This is my bid run to Cheyenne.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
8-9-4774 Consolidated Freightways

Do previous decisions involving delinquency notices as provided for in Article 43, Section 3 of the Western States Area PUD Agreement apply to Article 49 of the Local 70 Supplemental Agreement?

DECISION: (Main Committee - Transcript Pages 93-99/ - 11/4/69)
M/m/s/c/ that the union has the right to notify the company of the delinquency but the notice shall be specific in accordance with previous JWAC decisions, Nos. 2-8-3694 and 5-9-4476, and these would apply to Joint Council 7,

Case # Local 961, Denver, Colorado, and
8-9-4785 The Ringsby System

Discharge Dean Baker states: Protesting discharge - asking for reinstatement with all back pay and seniority.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 357, Los Angeles, California, and
8-9-4794 Dependable Trucking

Warning Letter & CASE #3843 - Frank Lamar protests two warning notices issued for failure to report for work on April 29 and 30, 1969.

Discharge CASE #3844 - Frank Lamar protests warning notice issued May 2, 1969.

CASE #3845 - Frank Lamar protests warning notice of May 2, 1969 and termination of May 5, 1969 and requests that he be reinstated with full seniority and pay for all time lost.

DECISION: (Alternate Main Committee -Transcript Pgs. 103-109/ -11/5/69)
M/m/s/c/ based on the facts the claim of the union be denied and the run shall be paid in accordance with the contract.

Case # Local 569, Astoria, Oregon, and
8-9-4796 Nehalem Valley Motor Freight

Warning Letter Local 569 is protesting a warning letter issued to Robert Moxley on April 3, 1969, by Nehalem Valley Motor Freight.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
8-9-4801 Navajo Freight Lines

Joint Council #7 Union requesting the permanent hostler's rate of pay be paid to Mr. Edley and also request all back monies due.

Dispute It was the position of the Union that the grievant should have received hostling pay every day.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
8-9-4803 Pacific Intermountain Express

Joint Council #7 Local 70 claims that Company is bringing men from Local 85 into Local 70 jurisdiction and pulling back across the Bay. Union Dispute claims this is Local 70 work.

Union requesting a day's pay for man on lay off from P. I. E.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 70 Oakland, California, and
8-9-4804 Pacific Motor Truck

Joint Union claims that on following employees the Company has
Council #7 arbitrarily changed their starting times from 7:00 a.m. starts
Dispute to 8:00 a.m. starts:

Daniel J. Haman	Harold V. Terry
Clifton Seavey	Ernest A. Bisordi
Morris Jacobs	Thomas Flores
Arthur Jusilla	Wilbur Nesslage
Allan R. Stickler	Theodore Johnson
Howard L. Southwick	Russell Kinyon

Union requesting the Company pay all monies due and that the Company maintain the 7:00 a.m. starting time.

DECISION: (Joint Council #7 Committee - Transcript pgs. 18-30/- 11/4/69)
M/m/s/c/ that based on the Company's practice of bidding starting times, the operation will be rebid at this time under the agreed upon method of bidding and the money claimed for the specific men involved shall be paid from April 23rd to August 12, 1969.

Case # Local 287, San Jose, California, and
8-9-4807 California Motor Express

Joint California Motor Express dropping vans at Interstate Motor
Council #7 Lines Terminal to be loaded and driver not in attendance. The
Dispute Union feels that the driver should be there to load his own equipment.

DISPOSITION: (Joint Council #7 Committee - Transcript pgs. 12-13/ 11/4/69)
Case withdrawn.

Case # Local 287, San Jose, California, and
8-9-4808 Delta Lines

Joint Junior man had an assigned run. He was layed off due to lack of
Council #7 work and a senior man was assigned this run. When junior man was
Dispute called back, the Company again assigned him to the run he had been originally assigned, - senior man went to another run. This particular run involves some early starts.

Union requests 1 1/2 hours at overtime rate for the three days involved.

DECISION: (Joint Council #7 Committee - Transcript pgs. 33-37/ 11/4/69)
M/m/s/c/ based upon the facts presented, the claim is denied.

Case # Local 287, San Jose, California, and
8-9-4809 Interstate Motor Lines

Joint Shippers/Consignees Fork Lift entered a van with palletized freight,
Council #7 which was then unstacked by hand from the pallets and restacked
Dispute by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
8-9-4810 Ringsby Truck Lines, Inc.

Joint The grievant had signed the excessive overtime list. On the date
Council #7 in question, the grievant was sent home, and a man who did not
Dispute sign the overtime list was permitted to work.

3 & 1/2 hours at 1-1/2 times to the named employee - Herb Scribner.

DECISION: (Joint Council #7 Committee - Transcript pgs. 2-11/ - 11/4/69)
M/m/s/c/ that based upon the facts presented in this particular case that the claim
of the Union be upheld.

Case # Local 287, San Jose, California, and
8-9-4811 Consolidated Freightways

Joint Council On Saturday, April 12, 1969, the Company called four men from the
#7 Dispute Hall to perform short line work.

One day's pay at 1-1/2 times for the above mentioned employees.

DISPOSITION: (Joint Council #7 Committee - Transcript pgs. 47-50/ - 11/4/69)
Postponed.

Case # Local 287, San Jose, California, and
8-9-4812 Tri-Valley Growers

Joint Council Claim by Union that Tri-Valley should dovetail seniority of Tri-
#7 Dispute Valley and Dole Copr. as of February 1, 1969 which they did not
do. Claim one day's pay for each day lost by the above named
employees.

DISPOSITION: Postponed.

Case # Local 439, Stockton, California, and
8-9-4822 Senf & Company

Agricultural & Union position that the Company cease selling equipment to
Horticultural employees. Company using this guise to circumvent provisions of
Dispute Bargaining Agreement - National Master Freight Agreement -
O-T-R Supplement.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
8-9-4828 West Coast Cartage

Warning The Local Union protests warning notice dated June 11, 1969,
Letters issued to the following drivers:

W. Hendricks	C. Jeske	J. Griffith
D. Allan	D. Filancia	W. James
T. Madden	D. Canchola	H. Bartee
J. Rogers	B. Toney	

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4868 T.I.M.E. Freight, Inc.

Main This claim is for April 11, 1969, and all other days thereafter when
Committee Company used casuals to deprive Local 208 drivers of overtime.

DECISION: (Main Committee - Transcript pgs. 417-442/ 11/6/69)
M/m/s/ and deadlocked that if there is room at the unloading dock to unload,
casuals shall not be used to deprive drivers from unloading their own trucks whether
or not the driver is on overtime. "Casuals" as used here does not mean properly
used vacation or absentee replacements.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Case # Local 81, Portland, Oregon, and
11-9-4876 Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated Freightways over a run-
Dispute around claim for drivers Thommen and Price on July 12, 1969.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4877 Consolidated Freightways

O-T-R Local 81 is in dispute with Consolidated Freightways over a run-
Dispute around claim for driver, J. H. Dick.

Local 81 contends that on July 5th, the Company utilized Seattle
driver Ewert out of Portland depriving driver Dick of a run.

DECISION: (Main Committee - Transcript pgs. 172-176/ 11/4/69)
M/m/s/c/ that due to the lack of knowledge of the dates this case is remanded back to
the Joint State Committee for hearing on its merits.

Case # Local 81, Portland, Oregon, and
11-9-4878 Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated Freightways over their
Dispute refusal to pay delay time to three SPTM teams at Kansas City, Mo.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4879 Exley Express, Inc.

O-T-R Local 81 is in dispute with Exley Express over a wait time claim
Dispute for fifteen minutes at the Canadian Border for Jack McDonald on
July 17, 1969.

DECISION: (Main Committee - Transcript pgs. 407-416/ -11/6/69)
M/m/s/c/ based on the fact that the fifteen-minute claim is for wait time and not work
time, that it be denied and the company be instructed to issue proper written denial of
claims in the future.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
11-9-4880 O. N. C. Motor Freight System

O-T-R Local 81 is in dispute with O.N.C. over their method of dis-
Dispute patching between Seattle, Portland and Medford.

DECISION: (Main Committee - Transcript pgs. 399-406/ 11/6/69)
M/m/s/c based on the evidence presented in this case I move the claim of the union
be upheld and there shall be no retroactive money claims as of this date.

Case # Local 81, Portland, Oregon, and
11-9-4881 Pacific Intermountain Express

O-T-R Local 81 is in dispute with Pacific Intermountain Express over a
Dispute 9 3/4 hours runaround claim for drivers Novack and Thomas
on July 13, 1969.

DECISION: (Main Committee - Transcript pgs. 452-456/ 11/7/69)
M/m/s/c the claim of the Union be upheld.

Case # Local 81, Portland, Oregon, and
11-9-4882 Pacific Molasses

Interpre- Interpretation of Article 16 of the National Master Freight
tation Agreement. (Equipment - Accidents and Reports).

It is Local 81's request that a driver not be compelled to complete
a regular accident report to be judged whether the accident is
chargeable or not, when there are no other parties involved, and
incident results in damage caused by faulty or defective equipment
that is unknown to the driver.

DECISION: (Main Committee - Transcript pgs. 387-391/ 11/6/69)
M/m/s/c based on the facts in this particular case that a defective equipment report
should have been used instead of an accident report.

Case # Local 81, Portland, Oregon, and
11-9-4883 Pacific Motor Trucking

O-T-R Local 81 is in dispute with Pacific Motor Trucking over their
Dispute refusal to bid regular jobs at Waterways Terminal as such.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4884 Valley Copperstate System

Suspension- Local 81 is claiming that the seniority rights of four drivers have
O-T-R been violated in the application of Article 41 of the WSA Supplemental
Agreement, as a result of a 90-day suspension for unauthorized
strike instigation.

Local 81 feels the Company is discriminating and unreasonable in
this action; that the Company does not have proof that the four men
involved instigated the strike.

DECISION: (Main Committee - Transcript pgs. 443-451/ -11/7/69)
M/m/s/c that the company acted properly under the contract.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 150, Sacramento, California, and
11-9-4885 T.I.M.E., DC. Inc.

O-T-R Union claims pay for all hours worked for senior man with hours
Dispute available when Portland based sleeper team unloaded at State Print-
ing Plant, June 2, 1969.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
11-9-4886 Consolidated Freightways

O-T-R On behalf of O. Glass and R. Feenstra, Local 180 is asking they
Dispute each be compensated for ~~one~~-half hour pay denied them on trip
sheet #24797 dated March 22, 1969.

DECISION: (Main Committee - Transcript Pgs.308-315 / 11/5/69)
M/m/s/c/ this case be remanded to the parties for possible settlement, the committee
to retain jurisdiction.

Case # Local 180, Los Angeles, California, and
11-9-4887 Consolidated Freightways

O-T-R Case #SC-9-9-4299: On behalf of Francis and Nelson, Local 180 is
Dispute asking that they be paid the difference in miles from Los Angeles to
Chicago and return, and a trip from Los Angeles to Kansas City
and return.

Case #SC-9-(6)-9-3712: Gene Whittington and Donald Barzee are
asking to be paid for the difference in miles between a round trip
from Los Angeles to Kansas City and return, and a round trip from
Los Angeles to Akron, Ohio and return.

DECISION: (Main Committee - Transcript Pgs. 316-327/ - 11/5/69)
M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration".

Case # Local 180, Los Angeles, California, and
11-9-4888 Consolidated Freightways

O-T-R Local 180 is filing for runaround for any drivers affected in all
Dispute instances from May 1, 1969 forward, when Consolidated Freightways
dispatched teams from Chicago, Kansas City and Akron into Los
Angeles from Salt Lake City, Phoenix and Las Vegas, and did not
rotate them out with the Los Angeles based drivers.

DECISION: (Main Committee - Transcript Pgs. 328-335/ - 11/5/69)
M/m/s/and Deadlocked the claim of the Union be denied.
M/m/s/and did not receive a majority vote "that this case go to Arbitration"

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-9-4889 Illinois-California Express

O-T-R Case #SC-9-9-4303: Local 180 takes the position that Thayer and
Dispute Evans are entitled to 10 hours and 40 minutes pay at \$3.87 per hour,
a total of \$41.28 for each man.

Case #SC-9-9-4304: Local 180 takes the position that Stephens
and Costa are entitled to 20 hours and 13 minutes pay at \$3.87 per
hour, a total of \$68.76 for each man.

DECISION: (Main Committee - Transcript Pgs. 378-382/ - 11/6/69)
M/m/s/c/ based on the facts in Case 4303 and 4304, that the teams were dispatched
from their layover point and then returned back on breakdown status, the thirty-two
hour rule does not apply and the men were properly paid.

Case # Local 180, Los Angeles, California, and
11--9-4890 Illinois - California Express

O-T-R Local 180 takes the position that Miller and Reid are entitled to 12
Dispute and 39/100 hours at \$3.87 per hour, a total of \$47.65 for each man.
This team arrived in Chicago at 3:30 A.M., July 19, 1969, and their
air conditioner was not working and they were relieved of duty.

DECISION: (Main Committee - Transcript Pgs. 383-385/ - 11/6/69)
M/m/s/c/ based on the facts in this case the claim of the Union be upheld.

Case # Local 190, Billings, Montana, and
11-9-4891 N. P. Transport

Automotive Requests settlement for two partsmen who were paid incorrectly
Dispute under the contract from April 1, 1967 through April 1, 1969.

DECISION: (Main Committee - Transcript Pgs. 87-91/ - 11/4/69)
M/m/s/c/ that the wage rates be adjusted retroactive back to February 15, 1969.
However, in the event cost of living has not been paid during the term of this agreement
it shall be paid and made retroactive to the applicable date.

Case # Local 208, Los Angeles, California, and
11-9-4892 Crescent Truck Lines

Interpre- The Company has put this member on layoff on November 18, 1968;
tation January 27th, February 4th and 10th, March 10th, April 21st, and
May 12th and 19th, 1969. This claim is for all days this member
is put on layoff without collecting the 40 hour guarantee.

DECISION: (Main Committee - Transcript Pgs. 47-52/ - 11/3/69)
M/m/s/c/ that based on the facts in this case the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
11-9-4893 Garrett Freightlines, Inc.

O-T-R The Union claims 7.8 hours runaround at Denver, Colorado, in
Dispute behalf of sleeper team Cornia and Paget. The claim is against
another sleeper team being second dispatched through Denver while
they were on layover. The Union's position is, this is in violation
of dispatch rules.

DECISION: (Main Committee - Transcript Pgs. 195-197/ - 11/4/69)
M/m/s/c/ based on the facts the claim be denied.

Case # Local 222, Salt Lake City, Utah, and
11-9-4894 Garrett Freightlines, Inc.

O-T-R The hostler relieved Rist and Nichols from duty but did not make
Dispute any mention of sending them to a hotel or furnishing transportation.
The Union claims pay for the two hours delay contending that the
Company could not relieve them from duty without also sending
them to a hotel.

DECISION: (Main Committee - Transcript Pgs. 198-201/ - 11/4/69)
M/m/s/c/ based on the facts the claim be upheld.

Case # Local 222, Salt Lake City, Utah, and
11-9-4895 Garrett Freightlines, Inc.

O-T-R G. L. Brown, a Salt Lake sleeper driver with a bid tractor, was
Dispute alerted during call time for a 24:00 departure. After the alert call,
the shop reported mechanical difficulty with the tractor's air con-
ditioner and took it out of service. He claims four hours show-up
pay.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
11-9-4896 Union Pacific Motor Freight

Warning The Local Union wishes to protest the warning notice issued to
Letter Ronald Devereaux on July 16, 1969.

DISPOSITION: Settled and Withdrawn.

Case # Pacific Intermountain Express, and
11-9-4897 Local 224, Los Angeles, California

Master Present Payroll Procedure - Los Angeles Line Drivers
Dispute

Los Angeles line drivers are presently paid weekly, every Friday,
for one weeks' trips begun after 12:01 A.M. on the second preceding
Saturday up through 12:00 midnight on previous Friday.

(Continued on Following Page)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Pacific Intermountain Express, and (Continued from Page 57)
11-9-4897 Local 224, Los Angeles, California

Master Proposed Change in Payroll Procedure-Los Angeles Line Drivers
Dispute

Change payroll procedure for Los Angeles line drivers to pay bi-weekly, every other Saturday, for two weeks trips begun after 12:01 A.M. on the third preceding Sunday, up through 12:00 midnight on previous Saturday.

DISPOSITION: Withdrawn without prejudice.

Case # Local 224, Los Angeles, California, and
11-9-4898 Ringsby Truck Lines, Inc.

O-T-R Local 224, on behalf of L. Mortensen, claims runaround and mis-
Dispute dispatch for a trip to Fallon on June 29, 1969, when the Company dispatched a casual in his stead. Mr. Mortensen was available for work and was not called.

DECISION: (Main Committee - Transcript Pgs. 111-117/ - 11/4/69)
M/m/s/c/ based on the facts the claim of the Union be denied.

Case # Local 287, San Jose, California, and
11-9-4899 Bell & Griffin

A & H Union claims Company moved a piece of equipment from Gilroy to
Dispute Salinas and used it under Victorine. Company stated to Union they had sold this piece of equipment to Victorine. Upon checking, found the equipment was not sold but is still under the Bell & Griffin name. Union claims men should have been given the opportunity to move with the equipment.

DISPOSITION: Postponed.

Case # Local 315, Martinez, California, and
11-9-4900 Seaboard Transportation

O-T-R The local and line boards were merged by an agreement between the
Dispute Union and the Company. The grievant had been a local driver but a senior man who had been on the line board bid the local job. It was the position of the grievant that he had opposed the merging of the boards and had been reassigned as a short line driver against his will. Asking difference in pay for all work performed by men with less seniority.

DECISION: (Main Committee - Transcript Pgs. 286-296/ - 11/5/69)
M/m/s/c/ based on the single seniority list as presented by the Company, the grievant is in his rightful assigned position.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
11-9-4901 Pacific Intermountain Express

O-T-R Union protests the timeliness of the warning letters. The occurrences
Dispute were August 4, 1969. The grievants received their warning letters
on August 7, 1969. The grievance was filed on August 15th, but
the Union did not receive its copy of the warning letter until Aug. 26th.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
11-9-4902 Pacific Motor Trucking

O-T-R Money claim for runaround - two cases heard as one .
Dispute

Case #8-9-CB-3128 - Keith Schreffler claim for Los Angeles
round - July 16, 1969.

Case #8-9-CB-3129 - Jack Wilcox claim for Los Angeles round -
July 16, 1969.

DISPOSITION: Withdrawn.

Case # Local 468, Oakland, and Local 224, Los Angeles
11-9-4903 Pacific Motor Trucking

O-T-R Local 224 bid Los Angeles mail drivers are coming into 468 juris-
Dispute diction and pulling back with loads of mail. Local 468 requests
that two more regular mail bids be set up for Local 468 men that
would make a total of four bids out of 468 all told for the mail run.

DECISION: (Main Committee - Transcript Pgs. 273-285/ - 11/5/69)
M/m/s/c/ the Company is instructed to make the dispatch records available to this
committee for the preceding 180 days and this committee retains jurisdiction.

Case # Local 468, Oakland, California, and
11-9-4904 T.I.M.E.-DC., Inc.

O-T-R Pay claim for two Seattle turns, claiming sleeper teams were not
Dispute dispatched in their proper order. Claim for pay for one Seattle turn
on July 12th in the name of Ralph Jesson, Garry Bowman and
Cleatus Ladd.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
11-9-4905 Pacific Intermountain Express

Tanker Case #T-49-1396 - Union claims on February 21, 1969, a Texas
Dispute team left Los Angeles for Tennessee. Union requesting pay for availa-
ble locally based men.

Case #T-49-1397 - Union feels locally based men were runaround
February 21, 1969, and requesting pay at applicable rate for
seniority men. A Texas team left Los Angeles for Illinois.

DECISION: (Main Committee - Transcript Pgs. 100-105/ - 11/4/69)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 741, Seattle, Washington, and
11-9-4906 Consolidated Freightways

O-T-R Local 741 requests runaround pay from Consolidated for R. B. Allen,
Dispute Seattle to Yakima bid driver, when on July 7, 1969, Spokane freight
was moved on a sleeper and Yakima freight was moved on a Spokane
schedule.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
11-9-4907 Garrett Freightlines, Inc.

O-T-R Local 741 requests Garrett Freightlines to pay 1 1/2 hours to Floyd
Dispute Lesewski when Company called him to report for duty at his lay
point on June 17, 1969, at 7:30 P. M., then required him to wait for
his equipment and hostile rig. Company paid him only the two hour
guarantee, starting with his 14th hour which was 8:00 P. M.

DECISION: (Main Committee - Transcript Pgs. 342-347/ - 11/6/69)
M/m/s/c/ based on the facts the claim of the Union be upheld.

Case # Local 961, Denver, Colorado, and
11-9-4908 Navajo Freight Lines, Inc.

O-T-R O. K. Foster states: Trailer 1068 loaded at Pueblo, Colorado, on
Dispute July 3, 1969, for South Bend, Indiana, was picked up by Denver
sleeper team on tractor 2235 on July 5/69, at 7:30 P. M. Since the
trailer was loaded July 3rd and I didn't make a trip from July 1/69
to July 5/69, I had plenty of time to pull 1068 trailer to Denver for
team to take to South Bend. Claim 8 hours at \$3.87 per hour.

DECISION: (Main Committee - Transcript Pgs. 179-188/ - 11/4/69)
M/m/s/c/ based on the wording of the bid the claim be paid. However, this does not
mean that the company must run a bid run empty to get a load.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
11-9-4909 Navajo Freight Lines, Inc.

O-T-R John J. Nelson states: We were dispatched from Albuquerque to
Dispute Denver with an empty trailer, with instructions to check Pueblo,
Colorado for a load to Denver. At Pueblo, we were redispached
to San Jose, California, with a load. We claimed the miles to
Denver and back to Pueblo and were denied this mileage.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
11-9-4910 Santa Fe Trail Transportation

O-T-R G. M. Cox and A.C. Gum state: This claim for taxi fare has been
Dispute denied per attached, but back slips in direct disagreement with
Article 47, Section 1. Hotel is measured to be 7/10 miles from
dock in an undesirable area during such hours. There is no public
Transportation available at such hours.

DISPOSITION: Settled and Withdrawn.

Case # Local 983, Pocatello, Idaho, and
11-9-4911 Garrett Freightlines, Inc.

O-T-R Pocatello line driver John W. Evans has bid the second Pocatello-
Dispute Butte and/or Missoula schedule. On June 2/69, he was dispatched
at 20:00 on a run to Butte.

The Union contends that at the time he was dispatched, there was
a Missoula load on the ready line and that he should have had the
longer run.

DECISION: (Main Committee - Transcript Pgs. 259-264/ - 11/5/69)
M/m/s/c/ based on the facts the claim of the Union be denied.

Case # Local 983, Pocatello, Idaho, and
11-9-4912 Garrett Freightlines, Inc.

O-T-R Case #1556 - Pocatello sleeper team Gross and Thompson arrived
Dispute at Denver at 20:15 and were relieved from duty. The Union contends
that the team was relieved from duty as a subterfuge, that the load
was ready on their arrival and they should have been turned. Claim
2 hours waiting time.
Case #1557 - Pocatello sleeper team Walton and Green arrived at
Denver at 21:25 and were relieved from duty. Shortly thereafter they
were given a call and departed Denver at 24:00. Union contends team
was relieved from duty as a subterfuge, that the load was ready upon
their arrival and they should have been turned.
Case #1572 - Union contends Ledbetter and Browne were relieved
from duty as a subterfuge, that the load was ready on their arrival
and should have been turned.

DECISION: (Main Committee - Transcript Pgs. 265-272/ - 11/5/69)
M/m/s/c/ based on the facts, that the claim in Case #1556 be denied and Case #1557 be
denied, and Case #1572 be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
11-9-4913 Consolidated Freightways, Inc.

Discharge Local 81 is protesting the discharge of K. Smith by Consolidated Freightways.

DECISION: (Main Committee - Transcript Pgs. 487-496/ - 11/7/69)
M/m/s/c/ that the discharge be reduced to a warning letter and the man reinstated with no back pay.

Case # Local 81, Portland, Oregon, and
11-9-4914 Nehalem Valley Motor Freight

Discharge Local 81 is in dispute with Nehalem Valley over the discharge of Royal Sweider on August 27, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 111-124/ - 11/5/69)
M/m/s/c/ that Royal Sweider be reinstated with full seniority on November 24th and with a warning letter for failure to follow instructions.

Case # Local 81, Portland, Oregon, and
11-9-4915 Pacific Motor Trucking

Discharge Local 81 is protesting the discharge of David H. Randall by P.M.T. on August 7, 1969.

DECISION: (Main Committee - Transcript Pgs. 465-471/ - 11/7/69)
M/m/s/c/ the discharge be reduced to a suspension and the man be returned back to work with full seniority rights next Monday, November 10, 1969, and no back pay.

Case # Local 180, Los Angeles, California, and
11-9-4916 T.I.M.E. - DC., Inc.

Discharge Local 180 protests the termination of Lewis L. Barton issued by T.I.M.E.-DC. on August 19, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 44-58/ - 11/4/69)
M/m/s/c/ that Barton be returned to work upon receiving a release from the doctor with full seniority rights.

Case # Local 208, Los Angeles, California, and
11-9-4917 Irish Truck Lines

Discharge Fred J. Hildebrand protests his terminal notice dated August 6, 1969, for "voluntary quit" and asks that he be returned to work with full seniority and all monies due him.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4918 Russell Truck Company

Discharge Protest discharge of J. T. Hardie.

DECISION: (Alternate Main Committee - Transcript Pgs. 136-139/ - 11/7/69)
M/m/s/c/ that the case is untimely before this committee.

Case # Local 208, Los Angeles, California, and
11-9-4919 Santa Fe Trail Transportation Co.

Discharge The Local Union protests the termination of William B. Saylor,
dated July 25, 1969, for allegedly using profane and belligerent
language against other employees.

DECISION: (Alternate Main Committee - Transcript Pgs. 140-155/ - 11/7/69)
M/m/s/c/ that this case is improperly before this committee based on the fact that the
man resigned on his own volition and further instructed this committee to drop his case.

Case # Local 208, Los Angeles, California, and
11-9-4920 West Coast Cartage Co., Inc.

Discharge Local 208 on behalf of John Acuna protests termination of July 23,
1969, alleging that he was carrying an unauthorized passenger.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
11-9-4921 Navajo Freight Lines, Inc.

Discharge Local 357 protests the termination of Robert Endicott dated July
30, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 22-31/ - 11/4/69)
M/m/s/c/ that the discharge be upheld.

Case # Local 81, Portland, Oregon, and
11-9-4922 Garrett Freightlines, Inc.

Warning Letter Local 81 is protesting the warning letter issued to Robert Sprando
by Garrett Freightlines for delay of schedules two and a half hours.

DECISION: (Alternate Main Committee - Transcript Pgs. 125-131/ - 11/6/69)
M/m/s/c/ that the warning letter be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4923 Russell Truck Company

Warning Protest warning letter dated July 21, 1969, of J. L. Tacker -
Letter failure to report for work July 18, 1969.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
11-9-4924 Garrett Freightlines, Inc.

Warning Company issued a warning notice to sleeper driver G. W. Paget
Letter dated August 1, 1969, for alleged speeding violations on July 27, 28,
29, and 30, 1969.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
11-9-4925 Western Gillette, Inc.

Warning Local 224 on behalf of Wilbur Norman, protests the warning notice
Letter issued to him on July 22, 1969 for alleged delay of freight on
July 21, 1969.

DECISION: (Main Committee - Transcript Pgs. 395-398/ - 11/6/69)
M/m/s/c/ based on the rules adopted by the Southern California Joint State Grievance
Committee, the protest of the warning letter is timely due to the fact that the protest
was post marked within ten days of receipt of the warning letter by the employee.
Therefore, it is referred back to the Southern California Joint State Committee to be
heard on its merits.

Case # Local 690, Spokane, Washington, and
11-9-4926 United-Buckingham Freight Lines

Warning Protesting warning notice issued to Harold Wohlbrant dated
Letter June 24, 1969.

DISPOSITION: Withdrawn.

Case # Local 961, Denver, Colorado, and
11-9-4927 Navajo Freight Lines, Inc.

Suspension Harold E. Sawyer states: I protest my suspension from August 11th
through August 18th, 1969, as unjust and request that I be paid for
all time lost.

DECISION: (Alternate Main Committee - Transcript Pgs. 2-21/ - 11/4/69)
M/m/s/c/ that the position of the Union be upheld and that Mr. Sawyer be paid for
forty hours at his straight-time rate of pay.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
11-9-4928 Garrett Freightlines

Joint Claim by two senior employees to work on the day that junior
Council # 7 employees worked; requesting all monies due these men.
Dispute Two employees' birthdays were celebrated on Monday, September
9th which is Admission Day, and a holiday in this contract. The
Company did not permit these two men to work the 9th, but worked
men junior to them.

DECISION: (Joint Council # 7 Committee - Transcript Pgs.38-46/ -11/4/69)
M/m/s/c/ based on Joint Council 7's decision, the claim of the Union is denied.

Case # Local 85, San Francisco, California, and
11-9-4929 Encinal Terminals

Joint Union claims that when men on a Friday shift work over past mid-
Council # 7 night Friday night, that any additional hours which they work must
Dispute be paid for at double time as required in the supplemental agreement.

DECISION: (Joint Council # 7 Committee - Transcript Pgs.51-56/ - 11/4/69)
M/m/s/c/ based on the facts presented in this case and the understanding reached
regarding the premium and overtime pay in Local 85's contract, the claim of the
Union be upheld.

Case # Local 287, San Jose, California, and
11-9-4930 California Motor Express

Joint Union claims that Burke, a PUD man is a senior man. On this part-
Council # 7 icular day, the doubles driver called in sick. At 8:00 A.M. two
Dispute loads were ready to dispatch, one doubles and one semi. The
Company dispatched Burke on the semi at 8:30 A.M. and the junior
driver was dispatched on the set of doubles at 9:30 A.M. Union
claims that Burke was the senior man and if both loads were ready
to go at the same time, that Burke being the senior man should be
entitled to the higher paying trip or load, and should be compensated
by receiving the extra \$1.00 for the day which the doubles assignment
would have paid plus any difference in overtime that day.

DECISION: (Joint Council # 7 Committee - Transcript Pgs.14-17/ 11/4/69)
This case will be postponed and the committee will retain jurisdiction.

Case # Local 890, Salinas, California, and
11-9-4931 Pacific Motor Transport

Joint Employee signed two lists, one for the 8:00 A.M. Saturday start,
Council # 7 and one for the 3:00 P.M. Saturday start, indicating his availability
Dispute and willingness to work. Company called his home the morning of
the premium day in question to tell him to report work at the
8:00 A.M. start time. The man's wife said he was not at home, and
she had no idea where he might be. Company called another man in
and when setting up the afternoon shift, did not call this man back
again. Union feels that if the man wasn't available for the morning
shift, he be called for the afternoon shift.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Locals: 839, 690, 741, 551, 313, 148, and all other locals in
11-9-4951 Joint Council #28, and
Northern Pacific Transport

Master On or about the end of March, 1969, Teamster members employed
Dispute by Northern Pacific Transport, within the Joint Council #28, had
money deducted from their pay checks for medical aid under State
Compensation. Prior to that time no money for the above had been
withheld. No notice was given the Unions of such deductions and
no approval from the Unions were given the Company to make such
deductions. The Union is asking that all money deducted from
employees wages be paid back and that all further deductions cease.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4952 Consolidated Freightways

O-T-R Local 81 is in dispute with Consolidated Freightways over an abuse
Dispute of free time claim for drivers Klinger and Gallea, who were held
on the layover provision in Akron, Ohio.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
11-9-4953 Consolidated Freightways

O-T-R It is the Union's position that on the night in question, the Company
Dispute sent a piece of equipment to Seattle, driven by a supervisor not
covered under the contract.

DECISION: (Main Committee - Transcript Pgs. 177-178/ - 11/4/69)
M/m/s/c/ based on the facts, the claim be paid.

Case # Local 81, Portland, Oregon, and
11-9-4954 Garrett Freightlines

O-T-R Local 81 is in dispute with Garrett Freightlines over an abuse of
Dispute free time claim for Edward Kane for five hours in Walla Walla,
Washington, August 30, 1969.

DECISION: (Main Committee - Transcript Pgs. 355-359/ - 11/6/69)
M/m/s/c/ based on the facts in this particular case the claim of the Union is upheld.

Case # Local 81, Portland, Oregon, and
11-9-4955 Pacific Motor Trucking

Sub- The Union contends that five days a week, every week, P.M.T.
Contracting uses various companies that are not within the freight contract to
deliver freight within the city of Portland. The Union further contends
the Company has equipment and men available at the time they are
using this equipment.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
11-9-4956 Valley Copperstate System

Master It is the Union's position that the Company has paid Health and
Dispute Welfare and Pension on dispatchers and supervisors in the past and
that these people have remained members of the bargaining unit.

DISPOSITION: Settled and Withdrawn.

Case # Local 150, Sacramento, California, and
11-9-4957 McKeown Transportation

O-T-R Union claims Company in violation of Article 48, Section 1, and
Dispute owes Swihart \$187.69.

Union claims Swihart was not paid his check on time according to
Article 48, Section 1. Friday, payday, July 4th was a holiday and
therefore he should have been paid on Saturday. Swihart could not
get information from the dispatcher on Saturday and Kerns could not
be reached and was told that office had evidently fouled up in San
Francisco and picked up his check the following Monday in Ontario.

DECISION: (Main Committee - Transcript Pgs. 41-46/ - / 11/3/69)
M/m/s/c/ the claim be denied without precedent.

Case # Local 150, Sacramento, California, and
11-9-4958 McKeown Transportation

Sub- Union makes money claim for 45 days from date of filing when
Contracting Company moved all large trailers out of Sacramento yard and used
Allyn Transportation to pull large air products trailers to Union
Carbide Company.

DISPOSITION: Settled and Withdrawn.

Case # Locals 154 and 741, Seattle, Washington, and
11-9-4959 T.I.M.E., DC., Inc.

Master Locals 741 and 154 protest the action taken by the company wherein
Dispute they have discontinued the practice of withholding certain sums for
participation in the "Seattle" Transport Federal Credit Union. We
request the Company be required to continue full participation in
this Seattle Credit Union for all employees who have and were
participating on September 25, 1969 or before.

DECISION: (Main Committee - Transcript Pgs. 73-79/ - 11/3/69)
M/m/s/c/ that the credit union benefits in Lubbock are equal to or better than the
Transport Federal Credit Union, that the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-9-4960 Illinois-California Express

O-T-R Local 180 takes the position that Duckworth and Boernson are
Dispute entitled to 45 minutes pay at \$3.87 per hour, a total of \$2.90 for each man. On trip #1002 returning from Chicago with a heavy load, this team encountered a heavy head wind which necessitated their taking on extra fuel which they did at Tucumcari which is a Company designated emergency fuel stop. They were there 45 minutes waiting and being fueled.

DISPOSITION: Settled and Withdrawn

Case # Local 180, Los Angeles, California, and
11-9-4961 Los Angeles-Seattle Motor Express

O-T-R Local 180 is protesting on behalf of any and all drivers affected at
Dispute LASME - the Company using rail service and sending loads out of Los Angeles piggyback when there are men and equipment available.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
11-9-4962 Garrett Freightlines

O-T-R Union requesting mileage pay from Butte to Missoula and return
Dispute for driver Boerner on September 2, 1969, driver Norwood on September 8, 1969, driver T. Jones on September 29, 1969, driver Sewart on September 22, 1969.

DECISION: (Main Committee - Transcript Pgs. 297-305/ - 11/5/69)
M/m/s/c/ that this case be referred back to the parties and see if possible settlement can be reached. If not, the committee will retain jurisdiction.

Case # Local 190, Billings, Montana, and
11-9-4963 Garrett Freightlines

O-T-R Requesting 12 hours pay each for drivers Keller and Norwood for
Dispute time spent in Spokane, Washington. Violation in Change of Operations.

DECISION: (Main Committee - Transcript Pgs. 306-307/ - 11/5/69)
M/m/s/c/ that this case be referred back to the parties for possible settlement and this committee will retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 208, Los Angeles, California - Locals: 357 and 224
11-9-4964 O. N. C. Motor Freight System

Sub- The Company has 6 or 7 people on layoff while freight is being
Contracting sub-contracted to All Freight Company, who are non-Union operators
and owned by O.N.C. Company. This claim is for all monies lost
as a result of this.

DECISION: (Main Committee - Transcript Pgs. 136-171/ - 11/4/69)
M/m/s/c/ that the Alfreight System controlled and operated by O.N.C. cease and desist
immediately and they be permitted to join with other carriers in future negotiations
for this type of commodities.

Case # Local 224, Los Angeles, California, and
11-9-4965 Consolidated Copperstate Lines

O-T-R Case #SC-10-(7)-9-3976: - Local 224 on behalf of Earl Schelter
Dispute claims misdispatch on May 21, 1969, when the Company dispatched
an extra board man (Bullock) ahead of him by five and one-half hours.
Mr. Schelter is a bid man, Los Angeles to Phoenix.

Case #SC-10-(7)-9-3976 - The following are similar cases:
Cases #SC-10-(7)-9-3977, 3978, 3981, 3982, 3983 and
Case #SC-10-(8)-9-4267 and 4268.

DECISION: (Main Committee - Transcript Pgs. 249-258/ - 11/5/69)
M/m/s/c/ if the company's dispatch records from 1/1/67 up until the filing of this claim
show that the company dispatched under the document, "Bid and Dispatch Procedures
between Consolidated Copperstate and the Local Union," particularly Rule 10, if they
did, the claim of the Union is denied. And if they didn't, then the claim of the Union
is upheld.

Case # Local 224, Los Angeles, California, and
11-9-4966 Milne Truck Lines

O-T-R Local 224 on behalf of Frankie Garcia, claims 2 1/4 hours pay for
Dispute time spent waiting for paycheck submitted with Trip Sheet #N-697
dated June 26, 1969, and denied by the Company on June 30, 1969.

DISPOSITION: Settled and Withdrawn

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 224, Los Angeles, California, and
11-9-4967 Valley Copperstate

O-T-R Case #SC-10-(7)-9-3973: - Local 224 on behalf of driver George
Dispute Callaway claims four hours pay for filling out extra recap sheet
for Company.

Case #SC-10-(7)-9-3974: - Local 224 on behalf of driver Louis J.
Smeykal claims a total of three hours pay for making out extra recap
on logs.

Case #SC-10-(7)-9-3979: - Local 224 on behalf of Carl E. Holden claims
a total of 3 1/2 hours pay for time spent making out supplementary
service cards.

DECISION: (Main Committee - Transcript Pgs. 360-363/ - 11/6/69)
M/m/s/c/ that the claims be referred back to the parties for possible settlement and
this committee retain jurisdiction.

Case # Local 381, Santa Maria , California, and
11-9-4968 Smith Transportation

O-T-R On December 9, 1968, Smith Transportation did intentionally make
Dispute a unilateral decision on a Change of Operations and did not until
August 14, 1969 get the approval of the Change of Operations Committee.

The Union in Stettler's behalf asks that he be paid two hours for each
workday from the December 9/68 date to the date the Change of
Operations Committee approved the change, which was August 14/69.

DECISION: (Main Committee - Transcript Pgs. 202-216/ - 11/5/69)
M/m/s/c/ because the Company was in violation of the Change of Operations clause of
over twenty-five miles that one hour a day be paid to Bert Stettler for the working days
in question from April 17, 1969 to August 14, 1969.

Case # Local 467, San Bernardino, California, and
11-9-4969 Yellow Freight System

O-T-R Local 467 hereby files a grievance against Yellow Transit under
Dispute Article 43 of the Over-The-Road Agreement on behalf of Ross Moyer
and 36 other drivers domiciled at Barstow, California.
The Company is in violation of Article 41, Section 2A of the O. T. R.
Agreement; by their refusal to bid the Company is violating the
drivers seniority.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
11-9-4970 Illinois -California Express

O-T-R Union claims pay for 8 Los Angeles round trips as of June 9, 1969,
Dispute June 11th, July 4th, July 15th, July 17th, August 5th, and August 9,
1969, in the name of Charles A. Corey.

DECISION: (Main Committee - Transcript Pgs. 462-464/ - 11/7/69)
M/m/s/c/ that all cases be remanded back to the Bay Area Committee to be heard on
its merits.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 690, Spokane, Washington, and
11-9-4971 Consolidated Freightways

O-T-R "I, J. G. Prater, road driver for CF, am asking a runaround against
Dispute Cecil Cunningham who is a junior man. Although Mr. Cunningham
has bid his run, which is Spokane to Kalispell, several years ago,
I feel I should have the right to work his bid run if I am not working
or on layoff. My seniority date is May 8, 1950. Mr. Cunningham's
seniority date is August 2, 1950. The Company's position is Mr.
Cunningham is a bid driver, therefore, I cannot bump him."

DECISION: (Main Committee - Transcript Pgs. 372-377/ - 11/6/69)
M/m/s/c/ that based on the past practices of Consolidated Freightways in Spokane,
Mr. Cunningham be allowed to retain his bid.

Case # Local 690, Spokane, Washington, & Local 741, Seattle, and
11-9-4972 Consolidated Freightways

O-T-R Case #2529 (U): - Under Article 38 of the WSA-OTR Supplement,
Dispute Local 741 protests Consolidated Freightways doing over the road
hauling in dry freight under any contract not supplemental to the
National Master Freight Agreement.

Cases #2532 and #2533 (U): - Local 690 is requesting Spokane-
Seattle-Spokane pay for the oldest available driver on the extra board
on September 10, 1969, the oldest available driver on September 11,
1969, and the oldest available driver on September 12, 1969, when the
above Company used Consolidated Warehouse division to transport
freight between Seattle and Spokane that has been previously hauled
under the National Master Freight and the Over-The-Road Supplement.
We ask that the Company cease and desist utilizing their warehouse
division on freight work.

DISPOSITION: (Main Committee - Transcript Pgs. 364-371 / - 11/6/69)
Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
11-9-4973 United-Buckingham Freight Lines

Automotive Local 690 is protesting the moving of the tire shop from Spokane to
Dispute Omaha, Nebraska.

DISPOSITION: Settled and Withdrawn.

Case # Local 692, Long Beach, California, and
11-9-4974 Cantlay & Tanzola - Division of Western Gillette

Tanker Union claims 4 hours pay for all drivers working at Air Products
Dispute and Chemicals for meeting held by Company on July 12, 1969.

DECISION: (Main Committee - Transcript Pgs. 189-194/ - 11/4/69)
M/m/s/c/ that the men who did not work be paid two hours.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
11-9-4975 Chesley Transportation

Heavy
Specialized &
Oilfield

Local 692 takes the position that Chesley Transportation has flagrantly violated the seniority clauses in both the Western States Area Master and the Heavy Specialized and Oilfield Agreement. John Bailey was injured in 1968 while in the employ of Owl Truck Construction. He received a clearance from Owl's doctors to return to work. He also received a valid I. C. C. physical examination to work for Owl. Now that Chesley has purchased Owl Truck and all Owl Truck business, they have denied Mr. Bailey an opportunity for employment. We are asking the committee to instruct Chesley Transportation to place Mr. Bailey on the seniority list, compensate him for all time lost, including fringe benefits.

DECISION: (Main Committee - Transcript Pgs. 80-86/ - 11/4/69)
M/m/s/c/ if the man was not worked after he took the physical exam, that the claim be denied. If he worked any time after the physical, then he shall be placed on the seniority list of Chesley.

Case # Local 741, Seattle, Washington, and
11-9-4976 United-Buckingham Freight Lines

O-T-R
Dispute

Local 741 claims that all bid run drivers receive the applicable guarantee plus 45 extra miles when dispatched on their bid runs via Tacoma.

DECISION: (Main Committee - Transcript Pgs. 106-110/ - 11/4/69)
M/m/s/c/ based on the facts the claim of the Union be denied and the run shall be paid in accordance with the contract.

Case # Local 81, Portland, Oregon, and
11-9-4977 Garrett Freightlines

Discharge Local 81 is in dispute with Garrett over the discharge of Robert Graber for an accident which occurred on September 13, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 85-97/ - 11/5/69)
M/m/s/c/ that the letter of discharge be reduced to a suspension and that Mr. Robert Graber be returned to work on December 15, 1969 with full seniority.

Case # Local 81, Portland, Oregon, and
11-9-4978 United-Buckingham Freightlines

Discharge Local 81 is protesting the discharge of Gerald Curry for an accident which occurred on September 18, 1969.

DECISION: (Main Committee - Transcript Pgs. 472-481/ - 11/7/69)
M/m/s/c/ that the discharge of Gerald Curry be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
11-9-4979 Widing Transportation

Discharge Local 81 is protesting the discharge of Al Claunch by Widing Transportation on October 3, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 98-101/ - 11/5/69)
M/m/s/c/ that the discharge be sustained.

Case # Local 208, Los Angeles, California, and
11-9-4980 Los Angeles Machinery

Discharge For and on behalf of Jaime Uriarte: On Friday, August 29, 1969, Mr. Jerry Young gave me my final check saying that I was terminated as of the above date. I hereby protest my termination as unfair and unreasonable.

DECISION: (Alternate Main Committee - Transcript Pgs. 157-167/ - 11/7/69)
M/m/s/c/ that it is the determination of this committee that Jaime Uriarte did not resign his position with Los Angeles Machinery and that he shall be returned to work on Monday, November 10, 1969, with his original date of hire and no compensation for time lost.

Case # Local 357, Los Angeles, California, and
11-9-4981 Pacific Intermountain Express

Discharge Protest of termination of Bob Plant. I was then given the choice by Mr. Drake of resigning or as he stated, "the Company will push the issue all the way. I am requesting to be reinstated to my job with full seniority and compensated for all time lost.

DECISION: (Alternate Main Committee - Transcript Pgs. 59-84/ - 11/4/69)
M/m/s/c/ that the discharge of Bobby Plant be sustained.

Case # Local 468, Oakland, California, and
11-9-4982 Consolidated Freightways

Discharge Union protests the discharge of H.H. Morton as of October 10/69.

DECISION: (Main Committee - Transcript Pgs. 482-486/ - 11/7/69)
M/m/s/c/ that Morton be returned to work with no back pay and full seniority, effective immediately, and the discharge reduced to a suspension.

Case # Local 741, Seattle, Washington, and
11-9-4983 Consolidated Freightways

Discharge Local 741 protests the termination of Ronald A. Canaan on October 3, 1969 and requests his reinstatement and pay for all time lost.

DECISION: (Alternate Main Committee - Transcript Pgs. 132-135/ - 11/7/69)
M/m/s/c/ that based on the facts presented, Ronald A. Canaan is entitled to be placed on the seniority list of Consolidated Freightways as of September 4/69 and all money claims are denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 692, Long Beach, California, and
11-9-4984 Douglas Oil Company

Warning Company read first warning notice. Company posted notices of
Letter & speed limit and this was also sent to Unions involved. Second warning
Discharge read and Company offered Tack Charts in evidence, showing excessive
speed. Company read termination notice and offered Tack Chart
for last incident in evidence.

Union claims drivers state they have only traveled 55 m.p.h. but
charts cut 60 m.p.h. Union claims Company found several Tack
Charts wrong when calibrated. Driver has been with the Company
four years. Union claims driver did squawk about tack being wrong.

DISPOSITION: Postponed.

Case # Pacific Intermountain Express, and
11-9-4993 Local 85, San Francisco, California

Master Does Article 5 of the National Master Freight Agreement apply to
Interpretation an entirely separated division of air freight within a company
signatory to the National Master and the Over-The-Road and Pick-
Up and Delivery Supplements.

DECISION: (Main Committee - Transcript Pgs. 118-128/ - 11/4/69)
M/m/s/c/ this case be referred to the National Committee under Article 8 of the
National Master Freight Agreement.

Case # Locals 87, Bakersfield, 224, Los Angeles, California, and
11-9-4994 Asbury Transportation

Master Union claims violation of Article 6 by the Company's discontinuance
Dispute of furnishing uniforms to drivers.

DECISION: (Main Committee - Transcript Pgs. 336-340/ - 11/6/69)
M/m/s/c/ that because it is a Maintenance of Standards the Company be bound to live
by their agreement on voluntary and continue to pay the way they did until the expiration
of the contract.

Case # Local 386, Modesto, California, and
11-9-4995 O. N. C. Motor Freight System

Master Union claims equal time for Joe Rabero for September 23-24-25-26,
Dispute 1969 when company used lease truck and driver to perform work.

DECISION: (Main Committee - Transcript Pgs. 348-354/ - 11/6/69)
M/m/s/c/ that is a factual case and does not involve sub-contracting, and it be referred
back to the California Valley Committee to be heard on its merits.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 533, Sparks, Nevada, and
11-9-4996 Wells Cargo

O-T-R The Local Union is protesting the awarding of bids. Claim they
Dispute should be awarded by seniority.

DECISION: (Main Committee - Transcript Pgs. 217-226/ - 11/5/69)
M/m/s/c/ that the committee retain jurisdiction of this case so that it may have some
time to try and determine the qualifications needed for this particular assignment.

Case # Local 180, Los Angeles, California, and
11-9-4997 Pacific Intermountain Express

Discharge Local 180 protests the discharge of Ray Green for an incident
occurring on August 19, 1969.

DECISION: (Main Committee - Transcript Pgs. 32-42/ - 11/4/69)
M/m/s/c/ based on the facts in this case it is construed by the committee that Mr.
Green was terminated by the Company, which termination is upheld by this committee,
and the man is allowed his air fare expended for his return home.

Case # Local 208, Los Angeles, California, and
11-9-4998 Transport Cartage

Discharge Herbert White protests his discharge on October 16, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 168-176/ - 11/7/69)
M/m/s/c/ that Herbert White be returned to work on his normal shift on November 19,
1969, but with no compensation for time lost.

Case # Local 208, Los Angeles, California, and
11-9-4999 Consolidated Freightways

Warning George David protests his warning notice dated October 10, 1969.
Letter

DECISION: (Main Committee - Transcript Pgs. 392-394/ - 11/6/69)
M/m/s/c/ that the warning letter is properly written in accordance with the contract and
the specific article need not be listed, and the warning letter be referred to the Southern
California Joint State Committee to be heard on its merits.

Case # Local 224, Los Angeles, California, and
11-9-5000 B. B. D. Transportation

Warning Local 224 on behalf of Manuel Huerta protests the warning notice
Letter issued on October 1, 1969 for fighting while on duty.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 224, Los Angeles, California, and
11-9-5001 O. N. C. Motor Freight System

O-T-R The Local Union requests that the drivers of all lease operators
Dispute be required to sign in and out of the O.N.C. Bell Terminal.

DISPOSITION: (Main Committee - Transcript Pgs. 233-235/ - 11/5/69)
This case is Settled and Withdrawn based on the agreement between the Company and the Union.

Case # Local 235, Orange, California, and
11-9-5002 Consolidated Freightways - Clark-Inland Cartage Division

Warning Protest of warning notice issued Richard Allen Rogers.
Letter

DISPOSITION: Settled and Withdrawn.
